Michael R. Bloomberg
Mayor

Department of Transportation
Division of Capital Program Management
and Land Use Review

Janette Sadik-Khan
Commissioner

REQUEST FOR PROPOSALS

Engineering Service Agreement (ESA) for Engineering, Design and Inspection Services, Citywide

CONTRACT NUMBERS:	**HWCESA08A & HWCESA08B**
PIN NUMBERS:	**84107MBRW216 & 84107MBRW217**

RELEASE DATE OF THE RFP: **August 8, 2007**

CONTRACT TERM: **1095 consecutive calendar days for each contract starting from the date of the Notice to Proceed with an option to Renew under the same terms and conditions**

AUTHORIZED AGENCY CONTACT PERSON

Proposers are advised that the Authorized Agency Contact Person for <u>all</u> matters concerning this Request for Proposal is:

Michael Johnson, P.E.
Executive Director
40 Worth Street, Room 1124
New York, NY 10013
Telephone: (212) 676-0551
Fax: (212) 676-0614 / (212) 676-0570
Email: mjohnson2@dot.nyc.gov

New York City
Department of Transportation

Janette Sadik-Khan, Commissioner

Capital Program Management &
Land Use Review
40 Worth Street, Room 1124
New York, N.Y. 10013
Tel: 212/442-7779
Fax: 212/676-0614

Web: www.nyc.gov/dot

August 8, 2007

Re: Requests for Proposals
Engineering Service Agreement (ESA) for Engineering, Design and Inspection Services, Citywide

Contract Nos: HWCESA08A & HWCESA08B

Pin Nos: 84107MBRW216 & 84107MBRW217

To Whom it May Concern:

I am pleased to invite your organization to submit a proposal in connection with the above noted contracts for services as part of an Engineering Service Agreement for Engineering, Design and Inspection Services, Citywide to assist the New York City Department of Transportation with its daily workflow and projects.

Please be advised that a Pre-Proposal Conference has been scheduled for **August 20, 2007** at 10:00 AM at 40 Worth Street, 8th Floor Conference Room. Due to limited space, please RSVP the number of representatives who will be attending.

Enclosed for your use in developing your proposal is a set of forms for the above noted project. You should follow the submittal instructions carefully. Be further advised that the selected proposer should not subcontract more than 49% of the contract work.

You should hand deliver your proposal, as indicated in Section IV of the RFP, to the New York City Department of Transportation, Contract Section, 8th Floor – Room 824A, 40 Worth Street, New York, N.Y. 10013 on or before **September 12, 2007** between the hours of 9:00 am and 2:00 pm, and only on business days.

In order that we can expeditiously disseminate additional information regarding this RFP, please complete the attached "ACKNOWLEDGEMENT OF RECEIPT OF REQUEST FOR PORPOSALS FORM" and return to Michael Johnson within 48 hours of receipt of the RFP by Fax: 212-676-0614.

If you have any questions concerning this invitation, please call (212) 676-0551

Very truly yours,

Michael Johnson, P.E.
Executive Director

ACKNOWLEGEMENT OF RECEIPT OF REQUEST OF PROPOSAL

WE STRONGLY RECOMMEND THAT YOU FAX THIS SHEET TO US TO ENSURE THAT YOU RECEIVE ALL FUTURE ADDENDA TO THIS RFP

ATTN: MICHAEL JOHNSON, P.E. WITHIN 48 HOURS - FAX: (212) 676-0614/ (212) 676-0570

☐ **WE WILL PARTICIPATE IN THE RFP -** SEND ANY ADDENDA TO THE CONTACT PERSON LISTED BELOW:

Consultant:		
Address:		
City	State	ZIP
Contact Person:	Phone #	
Fax #	Email	
RFP Contract No's: HWCESA08A & HWCESA08B		
RFP PIN No's: 84107MBRW216 & 84107MBRW217		
RFP Contract Title: **Engineering Service Agreement (ESA) for Engineering, Design and Inspection Services, Citywide**		

OR

☐ **WE <u>DO NOT</u> PLAN TO SUBMIT A PROPOSAL.**

Please check **all** the reasons that apply and return this form to Michael Johnson, P.E.
Fax: (212) 676-0614 or (212) 676-0570 Email: mjohnson2@dot.nyc.gov

☐ 1) Size of this contract is not within the interest of consultant.

☐ 2) Consultant had an insufficient amount of time to prepare proposal. (Please give the date that the Consultant acquired RFP and any other pertinent information.)

☐ 3) Contract work not within the specialty of the Consultant. (Please cite Consultant's area of specialty.)

☐ 4) Other. (Please explain in comment section below.)

☐ 5) Please remove me from your solicitation list.

Comments: (Please use additional sheets if necessary)

_____ _____

Signature Title

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SECTION I - TIMETABLE

A. Release Date of the Request for Proposals: August 8, 2007

All questions and requests for additional information concerning this RFP should be directed to Michael Johnson, P.E. the Authorized Agency Contact Person, at:

Telephone #: (212) 676-0551
Fax #: (212) 676-0614 or (212) 676-0570
E-Mail Address: mjohnson2@dot.nyc.gov

B. Pre-Proposal Conference: August 20, 2007

Date: **August 20, 2007**
Time: **10:00 AM**
Location: **40 Worth Street Room 814,**
New York, New York 10013

Attendance by proposers is optional but recommended by the Agency.

C. Proposal Due Date and Time and Location:

Date: **September 12, 2007**
Time: NO LATER THAN 2:00 PM
Location: proposals shall be submitted to NYCDOT Contract Section located at
40 Worth Street, 8th Floor, Room 824A' New York, NY 10013

E-mailed or faxed proposals will not be accepted by the agency.

Proposals should be hand-delivered to NYCDOT Contract Section located at
40 Worth Street, 8th Floor, Room 824A, New York, New York 10013.

Note: All Projected Timetable dates are Tentative and subject to change

Proposals received at this Location after the Proposal Due Date and Time are late and will not be accepted by the agency, except as provided under New York City's Procurement Policy Board Rules.

The agency will consider requests made to the Authorized Agency Contact Person to extend the Proposal Due Date and Time prescribed above. However, unless the agency issues a written addendum to this RFP that extends the Proposal Due Date and Time for all proposers, the Proposal Due Date and Time prescribed above shall remain in effect.

D. Anticipated Contract Start Date: April 15, 2008

SECTION II - SUMMARY OF THE REQUEST FOR PROPOSALS

A. Purpose of the RFP

The Department of Transportation is seeking appropriately qualified vendors to provide Engineering, Design and Inspection Services to assist the Department's workforce and to obtain personnel expertise which are not available in the agency.

B. Anticipated Contract Term

Anticipated Contract Term for Each Contract is 1095 Consecutive Calendar Days starting from the date of the Notice to Proceed with an option to renew for additional three (3) years under the same terms and conditions.

C. Anticipated Payment Structure

It is anticipated that the payment structure for the contract(s) which will be awarded from this RFP will be based on a combination of direct technical salary costs times a multiplier, specified direct costs subject to an overall "not-to-exceed" fee (upset amount) and performance outcome measures and related financial incentives and/or disincentives. The multiplier shall be applied only to technical salary costs and shall be considered as including provisions for indirect costs (overhead) and profit. However, DOT will consider proposals to structure payment in a different manner and reserves the right to select any payment structure that is in the City's best interest.

D. Operation Procedure

The Agency will make two (2) awards as a result of this RFP.

Assignments under these Contracts will be made on alternating basis, except that, if the Department is not able to reach a final agreement with one Consultant after following the procedures set forth in Section VII, Attachment A – "Proposed Contractual Agreement", Subsection III – "Operations Procedures after Agreement is Executed", items 1 through 8, page GR-10, of this RFP, it may request a proposal from other Consultant and negotiate a final proposal with such other Consultant by following these procedures.

Of the two contracts (HWCESA08A) & (HWCESA08B) that will be awarded from this RFP, the contract HWCESA08A will be assigned to the highest technically ranked firm and the contract HWCESA08B will be assigned to the second highest technically ranked firm. The first assignment will be given to the contract that will be registered first.

If the two (2) awards from this RFP are simultaneously registered then the first assignment will be given to the highest ranked firm (HWCESA08A) and subsequent assignments will be made on an alternating basis between Contract #'s: HWCESA08A & HWCESA08B, as explained above.

SECTION III - SCOPE OF (SERVICES)(WORK)

A. Agency Goals and Objectives for this RFP

The agency's goal and objectives are to acquire quality Engineering, Design and Inspection Services to perform competent engineering and design work, as well as to insure safe construction conditions, efficient traffic conditions and proper environmental conditions for citizens in the affected areas of New York City during and after the services to be rendered by the contractor.

B. Agency Assumptions Regarding Consultant Approach

The agency's assumptions regarding which approach will best achieve the goals and objectives set out above are reflected in the Proposed Contractual Agreement. (See Section VII, Attachment A)

SECTION IV: FORMAT AND CONTENT OF THE PROPOSAL

Instructions: Proposers should provide all information required in the format below. The proposal should be typed on both sides of 8 ½" X 11" papers. The City of New York requests that all proposals be submitted on paper with no less than 30% post consumer material content, i.e., the minimum recovered fiber content level for reprographic papers recommended by the United States Environmental Protection Agency (for any changes to that standard please consult: http://www.epa.gov/cpg/products/printing.htm). Pages should be paginated.

The RFP package should consist of Three (3) individually sealed components as listed below, each bound in an a 8 1/2" x 11" plastic spiral binding. The cover should be hard cardboard or laminated plastic, the cover should feature the name of the responding firm(s) and the contract name and number. Responses should be typed using 12 point font. Responses on pre-printed forms should be no smaller than 8 point font, and then only when necessary. The response may include a one page bound transmittal letter, which summarizes the respondent's understanding of the project and its ability to successfully accomplish the job. Each section should be tabbed and labeled to correspond with each section listed (i.e. IT, 2T, 3T, 4T, 5T, 6T, 7T, Standard Forms 254, 255, Forms 4T1, 4T2 and 4T3.).

The proposal will be evaluated on the basis of its content, not length.

A. Proposal Format

1. Component 1: Procedural Forms

A Procedural Forms packet has been supplied with this Request for Proposals and should be fully completed and ONLY one (1) original set should be submitted and included in your proposal package as follows:

FORM 1P	**PROPOSAL COVER LETTER**
FORM 2P	**ACKNOWLEDGEMENT OF ADDENDA**
FORM 3P	**AFFIRMATION FORM**

The Original Procedural Forms Packet, which should include completion of all Procedural forms, required procedural documents, signed certifications and Supplementary information.

2. Component 2: Proposal Forms

A Proposal Forms Packet has been supplied with this Request for Proposals and should be fully completed, and one (1) original set and five (5) copies should be submitted and included in your proposal package as follows:

FORM 1T	**QUALITY & RELEVANCE OF PRIOR EXPERIENCE (FIRM IN GENERAL)**
FORM 2T	**PROPOSED STAFF (RESUMES)/EXPERIENCE**
FORM 3T	**OVERALL PROJECT UNDERSTANDING AND APPROACH**
FORM 4T	**JOB TITLES**
FORM 5T	**NYCDOT CURRENT WORKLOAD DISCLOSURE**
FORM 6T	**DBE PARTICIPATION FORM**
FORM 330	**STANDARD FORM**

SECTION IV: FORMAT AND CONTENT OF THE PROPOSAL (Continued)

3. Component 3: Cost Proposal

A Cost Proposal Forms Packet has been supplied with this Request for Proposals and should be fully completed and ONLY one (1) original set should be submitted and included in your proposal package as follows:

Cost Proposal

FORM 4T1	**LABOR COST PROPOSAL**
FORM 4T2	**COST PROPOSAL SUMMARY**
FORM 4T3	**PERFORMANCE OUTCOME MEASURES AND FINANCIAL INCENTIVES AND/OR DISINCENTIVES**

Performance Outcome Measures and Related Financial Incentives and/or Disincentives

Performance outcome measures and their related financial incentives and/or disincentives should be proposed in Form 4T3. List and describe desired performance outcomes or targets for the work to be performed by the proposer under the contract along with the related financial incentives and/or disincentives that could potentially be applied to the contract. While the proposer's proposed performance outcome measures and related financial incentives and/or disincentives will not be scored, they may be considered by the agency while awarding the contract and structuring its payments to the consultants.

All components should be individually sealed and labeled (i.e., Component 1, Component 2, Component 3) to indicate the contents of each package and placed in an outer envelope or wrapper. Address all component packages, outer envelopes or wrappers as follows:

Proposer's Name	**NYCDOT Contract Section**
Address	**40 Worth Street**
	8th Floor, Room 824A
	New York, New York 10013

Contract No.: HWCESA08A & Contract No.: HWCESA08B
Pin No.: 84107MBRW216 & Pin No. : 84107MBRW217
ENGINEERING SERVICE AGREEMENT (ESA) FOR
ENGINEERING, DESIGN AND INSPECTION SERVICES, CITYWIDE
PROPOSAL SUBMISSION DEADLINE IS September 12, 2007
NO LATER THAN 2:00 PM

The individually sealed proposals should be submitted at the time and place as indicated in Section I, Timetable.

SECTION IV: FORMAT AND CONTENT OF THE PROPOSAL (Continued)

B. Proposal Package Contents ("Checklist")

CHECKLIST FOR RFP

The Proposal Packet should contain the following materials. Proposers should utilize this section as a checklist to ensure completeness prior to submitting their proposal to the Agency.

1. COMPONENT 1 – Submit ONLY one (1) original set

- ☐ 1P Proposal Cover Letter
- ☐ 2P Acknowledgment of Addenda
- ☐ 3P Affirmation Form

2. COMPONENT 2 – Submit one (1) original and five (5) copies

- ☐ 1T Quality and Relevance of Prior Experience (Firm in General)
- ☐ 2T Proposed Staff (Resumes)/ Experience
- ☐ 3T Overall Project Understanding and Approach
- ☐ 4T Job Titles
- ☐ 5T NYCDOT Current Workload Disclosure
- ☐ 6T DBE Participation
- ☐ 330 Standard Form

3. COMPONENT 3 COST PROPOSAL – Submit ONLY one (1) original set

- ☐ 4T1 Labor Cost Proposal
- ☐ 4T2 Cost Proposal Summary
- ☐ 4T3 Performance Outcome Measures and Related Financial Incentives and/or Disincentives

SECTION V: PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES

A. Evaluation Procedures.

All proposals accepted by the Agency will be reviewed to determine whether they are responsive or non-responsive to the requisites of this RFP. Proposals that are determined by the Agency to be non-responsive will be rejected. The Agency's Evaluation Committee will evaluate and rate all remaining proposals based on the Evaluation Criteria prescribed below.

The ratings by the CSC members will be added and averaged for each firm in order to establish the initial technical evaluation rankings and ratings. Based on these rankings, at least the six (6) top rated proposers and any other proposer whose rating is within five (5%) percent of the sixth ranked proposer will be shortlisted. In the event there are less than six (6) proposals received, NYCDOT will determine whether it will continue the selection process with fewer proposals or re-issue the RFP.

Based on the initial technical rankings, if NYCDOT determines that there are less than six (6) technically viable proposals, then a shortlist of only technically viable firms will be established.

The Agency reserves the right to conduct site visits and/or interviews and/or to request that proposers make oral or visual presentations in support of their proposals or to exhibit or otherwise demonstrate or clarify the information contained in their proposals. Subsequent to any such presentations, the CSC will prepare revised rating sheets.

The agency shall rank proposers by technical merit and pursuant to the Federal/State Method of Procurement, (Brooks Law) the price proposal from ONLY the two (2) highest technically ranked firms will be opened and reviewed by the consultant selection committee (CSC) to determine whether it is responsive or non-responsive. Following analysis of the responsive price proposals by the CSC, the two (2) highest ranked firms will be recommended for award and invited for contract negotiations.

In the event that the agency has chosen to negotiate a fair and reasonable price with the two (2) highest ranked proposers, if such a fee is not successfully negotiated, the agency may conclude such negotiations, and enter into negotiations with the next highest ranked proposer(s), as necessary. All unopened price proposals will be returned to the respective proposers upon registration of the contract.

Although discussions may be conducted with proposers submitting acceptable proposals, the Agency reserves the right to award contracts on the basis of initial proposals received, without discussions; therefore, the proposer's initial proposal should contain its best (programmatic)(technical) and price terms.

B. Evaluation Criteria

Each technical proposal will be evaluated based on the following technical criteria and weights:

1. Quality & Relevance of Prior Experience with Similar Projects	
- Proposed staff (Resumes)	35%
- Firm in General	20%
2. Quality of Proposal	
- Project understanding & Approach to providing Engineering, Design and Inspection Services	30%
- Staffing Including Commitment of Staff for Duration of Project	5%
- Innovation	5%
3. Staff Availability	
- Capacity of the Firm to Perform Staff Availability & Attrition Rate	5%
TOTAL:	**100%**

C. Basis for Contract Award.

A contract will be awarded to the responsible proposer whose proposal is determined to be the most advantageous to the City, taking into consideration the price and such other factors or criteria which are set forth in this RFP.

D. Opportunity for Disadvantaged Business Enterprise

The NYC Department of Transportation encourages firms to meet New York State's Disadvantaged Business Enterprise (DBE) goals.

SECTION VI - GENERAL INFORMATION TO PROPOSERS

A. Complaints. The New York City Comptroller is charged with the audit of contracts in New York City. Any proposer who believes that there has been unfairness, favoritism or impropriety in the proposal process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, Room 835, New York, NY 10007; the telephone number is (212) 669-3000. In addition, the New York City Department of Investigation should be informed of such complaints at its Investigations Division, 80 Maiden Lane, New York, NY 10038; the telephone number is (212) 825-5959.

B. Applicable Laws. This Request for Proposals and the resulting contract award(s), if any, unless otherwise stated, are subject to all applicable provisions of New York State Law, the New York City Administrative Code, New York City Charter and New York City Procurement Policy Board (PPB) Rules. A copy of the PPB Rules may be obtained by contacting the PPB at (212) 788-7820.

C. General Contract Provisions. Contracts shall be subject to New York City's general contract provisions, in substantially the form that they appear in "Appendix A—General Provisions Governing Contracts for Consultants, Professional and Technical Services" or, if the Agency utilizes other than the formal Appendix A, in substantially the form that they appear in the Agency's general contract provisions. A copy of the applicable document is available through the Authorized Agency Contact Person.

D. Contract Award. Contract award is subject to each of the following applicable conditions and any others that may apply: New York City Fair Share Criteria; New York City MacBride Principles Law; submission by the proposer of the requisite New York City Department of Business Services/Division of Labor Services Employment Report and certification by that office; submission by the proposer of the requisite VENDEX Questionnaires/Affidavits of No Change and review of the information contained therein by the New York City Department of Investigation; all other required oversight approvals; applicable provisions of federal, state and local laws and executive orders requiring affirmative action and equal employment opportunity; and Section 6-108.1 of the New York City Administrative Code relating to the Local Based Enterprises program and its implementation rules.

E. Proposer Appeal Rights. Pursuant to New York City's Procurement Policy Board Rules, proposers have the right to appeal Agency non-responsiveness determinations and Agency non-responsibility determinations and to protest an Agency's determination regarding the solicitation or award of a contract.

F. Multi-Year Contracts. Multi-year contracts are subject to modification or cancellation if adequate funds are not appropriated to the Agency to support continuation of performance in any City fiscal year succeeding the first fiscal year and/or if the contractor's performance is not satisfactory. The Agency will notify the contractor as soon as is practicable that the funds are, or are not, available for the continuation of the multi-year contract for each succeeding City fiscal year. In the event of cancellation, the contractor will be reimbursed for those costs, if any, which are so provided for in the contract.

G. Prompt Payment Policy. Pursuant to the New York City's Procurement Policy Board Rules, it is the policy of the City to process contract payments efficiently and expeditiously.

H. Prices Irrevocable. Prices proposed by the proposer shall be irrevocable until contract award, unless the proposal is withdrawn. Proposals may only be withdrawn by submitting a written request to the Agency prior to contract award but after the expiration of 90 days after the opening of proposals. This shall not limit the discretion of the Agency to request proposers to revise proposed prices through the submission of best and final offers and/or the conduct of negotiations.

I. Confidential, Proprietary Information or Trade Secrets. Proposers should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by the City. Such information must be easily separable from the non-confidential sections of the proposal. All information not so identified may be disclosed by the City.

J. RFP Postponement/Cancellation. The Agency reserves the right to postpone or cancel this RFP, in whole or in part, and to reject all proposals.

K. Proposer Costs. Proposers will not be reimbursed for any costs incurred to prepare proposals.

L. Charter Section 312(a) Certification.

The Agency has determined that the contract(s) to be awarded through this Request for Proposals (Contract No's: HWCEAS08A & HWCEAS08B; PIN No's: 84107MBRW216 & 84107MBRW217) for Engineering Service Agreement (ESA) for Engineering, Design and Inspection Services, Citywide will not directly result in the displacement of any New York City employee.

(Commissioner) (Agency Chief Contracting Officer) — Date: 6/25/07

Message from the New York City Vendor Enrollment Center
Get on mailing lists for New York City contract opportunities!
Submit a NYC-FMS Vendor Application - Call 212/857-1680

6/19/07

SECTION VII

ATTACHMENTS

A) Proposed Contractual Agreement

B) General Provisions (Appendix A)

C) Procedural Forms Packet

D) Proposal Forms Packet

E) Cost Proposal Forms Packet

F) Vendex Requirements & Confirmation of Vendex Compliance

SECTION VII

A) PROPOSED CONTRACTUAL AGREEMENT

GENERAL REQUIREMENTS OF CONTRACT FOR THE SERVICES OF THE CONSULTANT

FOR

ENGINEERING, DESIGN AND INSPECTION SERVICES

IN CONNECTION WITH AN

ENGINEERING SERVICE AGREEMENT

CITYWIDE

CONTRACT NOS.: HWCESA08A and HWCESA08B

PIN No.: 84107MBRW216

PIN No.: 84107MBRW217

CITY OF NEW YORK
DEPARTMENT OF TRANSPORTATION
CAPITAL PROGRAM MANAGEMENT AND LAND USE REVIEW

REQUIREMENTS OF CONTRACT FOR THE SERVICES OF THE ENGINEER

FOR

CONTRACT NOS.: HWCESA08A and HWCESA08B

PIN NOS.: 84107MBRW216 and 84107MBRW217

I. GENERAL REQUIREMENTS

This agreement provides engineering services for survey, street/highway design, traffic engineering/analysis and simulation, structural design, bridge design, ferries/maritime engineering and design, inspection, shop drawing review, value engineering, construction inspection and constructability review activities. During the three year term of this Engineering Services Agreement, projects and work assignments will be identified, associated individual scope of services prepared, and agreement reached with the engineer regarding staffing requirements, cost, and schedule. Work will commence immediately upon registration of individual task orders.

These assignments shall include but not limited to the following tasks:
Topographic Survey/Utility Plans
Preliminary Design Investigation for Street Improvements
Preliminary Design Investigation for Ferry Landings
Waterfront Structures and Facilities Inspection, Repair, and Design
Street Reconstruction Design
Bridge Rehabilitation Design
Minor/Moderate Highway Reconstruction
Traffic Data Collection and Analysis
Traffic Simulation
Traffic Signal Design
Street Lighting Design
Street and Transportation Inventory
Transportation Planning
Hydraulic Engineering
Structural Evaluations/Designs
Constructability Reviews
Special Investigations/Studies/Projects
Bridge Inspection
Resident Engineering & Inspection
Shop Drawing Review
Value Engineering
Construction Support Services
Geotechnical Engineering & Subsurface Investigation
Fixed Asset Inventories/As Built Drawings
Sign Gantry Design and Inspection
Signing Program Design
Uniform Land Use Review Procedure/Environmental Quality Reviews

Environmental Engineering (Hazardous Materials)
Inspection and Analysis of Sewers to conform to NYCDEP requirements
Software systems development and customization, and technical training

II. ENGINEERING SERVICES FOR THIS CONTRACT SHALL CONSIST OF THE FOLLOWING:

The work in this contract shall consist in whole, in part, or in combination as directed by the Department's Contract Manager of those engineering services required for specific projects in the Department of Transportation program such as, but not limited to the typical assignments listed below.

Work shall be progressed in accordance with the current Procedures of Highway Design, Inspection & Construction, Traffic Operations, the current Procedures of Bridge Design, Inspection & Construction, other applicable procedures, standards, and specifications, and also in accordance with City, State and Federal Standards. Work shall be performed in accordance with but not limited to the current requirements specified in the following documents and manuals:

NYCDOT Standard Highway Details of Construction
NYCDOT Consultant Administration Procedural Bulletins
NYCDOT Highway Design Directives
NYCDOT Procedures for Bridge Reconstruction Projects (revised 11/94) including:
- Appendix A: BRPR Format and Requirements
- Appendix B: Substandard Features Checklist
- Appendix C: Presentation of Ratings
- Appendix D: In-Depth Inspection Form and Bridge Inspection & Condition Report
- Appendix E: Preliminary Plan Review Checklist
- Appendix F: Field Survey Requirements

NYCDOT Requirements for the Preparation of Engineering Drawings and Documents, Section 1A
NYCDOT Requirements for the Microfilming of Engineering Drawings and Documents, Section 2B & 2C
NYCDOT Detailed Instructions for the computerized Indexing of Engineering Drawings and Documents for Microfilming, Section 3
NYC Specifications for Title Examinations and Reports on Street/Railroad Intersections
NYC Specifications for Title Examinations and Reports on Privately-owned Tax Lots
FHWA Americans with Disabilities Act
NYCDOT Street Lighting Standards
NYCDEP Water Supply and Sewer Standards
NYSDOT Engineering Bulletins & Engineering Instructions
NYSDOT Highway Design Manual, Volumes 1 and 2
NYSDOT Standard Specifications
NYSDOT Steel Construction Manual
NYSDOT Bridge Inspection Manual
NYSDOT Bridge Inventory and Inspection System Manual
NYSDOT Specifications for In-Depth Bridge Inspection
NYSDOT Specification for Diving Inspection of Bridges
NYSDOT Engineering Instructions for Load Ratings
NYSDOT Bridge Deck Evaluation Procedure Manual
NYSDOT Standard Detail for Highway Bridges, Bridge Design Data Sheets and Guideline Drawings
NYSDOT Right of Way Mapping Procedure Manual
NYSDOT Manual of Administrative Procedure (MAP)
NYSDOT Interim Guide to Metric Design
NYSDOT Metric Conversion Guidelines, Structures Division

NYSDOT Policy on Geometrics of Structures
NYSDOT Manual of Uniform Traffic Control Devices (MUTCD)
Federal Manual of Uniform Traffic Control Devices
NYSDOT Standard Specifications for Construction and Materials
NYSDOT Interim Project Development Guidelines
NYSDOT Project Environmental Guidelines
NYSDOT Pavement Evaluation and Rehabilitation Manual
AASHTO Standard Specifications for Highway Bridges, as amended by NYSDOT
AASHTO Standard Specifications for Movable Highway Bridges
AASHTO Manual of Maintenance and Inspection of Bridges
AASHTO Manual for Condition Evaluation of Bridges
NYSDOT Geometric Design Policy for Bridges
NYSDOT Uniform Code of Bridge Inspection
NYSDOT Rating Criteria for Diving Inspection of Bridges
AASHTO Guide Specification for Seismic Design of Highway Bridges
AASHTO Guide for the Development of Bicycle Facilities
AASHTO Guide to Metric Conversion
AISC Metric Properties of Structural Shapes
ASTM Standard Specifications
FHWA Bridge Inspector's Manual for Movable Bridges
National Electric Code
Electric Code of the City of New York
Resident Engineering & Inspection Manual
NYSDOT Policy on Geometric Design of Highways & Streets
AASHTO Policy on Geometric Design of Highways & Streets
NYSDOT Prestressed Concrete Construction Manual
NYCDOT Uniform Land Use Procedure
NYSDOT Standard Sheets (drawings)
Manual of Uniform Record Keeping (MURK)
Shop, Working and Record As-Built Drawings, Manuals, Printed Matter: Preparation, Furnishing
Computerized Indexing and Microfilming
FHWA Seismic Design & Retrofit Manual for Highway Bridges
FHWA Seismic Retrofitting Guidelines for Highway Bridges
City Environmental Quality Review
State Environmental Quality Review Act
National Environmental Policy Act
HCM Highway Capacity Manual
NYC Zoning Guidelines
ITE Trip Generation Manual and other ITE Manuals

STREET RECONSTRUCTION DESIGN:

The consultant shall perform a topographic survey by ground or photogrammetric means and plot plans, profiles and cross-sections by computer assisted drafting (CAD) drawing technique in conformance with current Department Standards. The consultant shall prepare composite utility plans. The consultant shall perform site-specific accident analysis. The consultant will also perform the necessary reviews, coordination, investigations, traffic studies, planning and analyses in accordance with the current NYCDOT guidelines and/or specific project requirements for the Preliminary Design Investigation (PDI). The consultant will prepare and submit a "Street Preliminary Design Investigation Report" summarizing the above investigations and identifying the scope of reconstruction work and alternatives, estimated costs, and recommendation(s) of the preferred course of action.

The consultant shall prepare Street Reconstruction Preliminary and Final Plans, Specifications and Estimates in accordance with the Standard Details, Specifications and Procedures for Street Design which shall include, but not be limited to, micro engineering of roadway and sidewalk grades, storm water collection analysis, horizontal alignment analysis, and incorporation of other Agency work into an integrated composite design. For all Federally Funded projects, the consultant shall prepare a Project Initiation Design Report in such manner to comply with all requirements of the New York State Department of Transportation (NYSDOT) publications for “Procedures for Locally-Administered Federal-Aid Projects” and “TEA-21 Guidelines & Application”

In conjunction with the Project Initiation Design Report the consultant shall develop an Environmental Assessment Statement (EAS). The consultant shall identify and fully justify all substandard features that are included in the proposed design. The EAS shall comply with all requirements of the State Environmental Quality Review Act (SEQRA) as set forth in 6NYCRR Part 617, and the City Environmental Quality Review (CEQR) process as set forth in Executive Order 91 of 1977 and its amendments. The Consultant shall use the methodologies and environmental impact thresholds detailed in the CEQR Technical Manual.

In the event that the Capital Roadway Planning and Development Unit is designated to act as Agent for other street related design, the consultant will be required to perform designated design services for that client. Typical related designs may include storm and/or sanitary sewers, water supply mains, street lighting upgrading, fire facilities, traffic signalization and control, or other similar type of design elements.

Work progress will consist of the preparation and submission of progress plans, advanced and final plans, specifications and estimates. For each of these submissions, the consultant will make revision in accordance with coordination requirements. The consultant will be required to provide continuous “direct” personal coordination for each assignment and/or submission.

PRELIMINARY DESIGN INVESTIGATION FOR FERRY LANDINGS:

The consultant, will collect and analyze data on bus loading areas, passenger queuing and waiting areas, ferry vessel and passenger volumes, ferry vessel movements and traffic, service frequency and headway, and ferry service route. The consultant shall perform ferry landing location analysis and design in accordance with current guidelines and/or specific project requirements for the Preliminary Design Investigation (PDI).

The consultant shall perform environmental studies and shall prepare submittals for appropriate permit applications. The consultant shall perform other surveys, studies, and other work as may be required to fully develop the preliminary design for the project.

The consultant will prepare and submit a “Preliminary Design Investigation Report” summarizing the above investigations, and identifying the scope of work and alternatives, estimated costs, and recommendation(s) of the preferred course of action.

WATERFRONT STRUCTURES/FACILITIES INSPECTION, REPAIR, AND DESIGN:

The consultant shall perform inspection and design of piles, bulkheads, relieving platforms, sheet piling, mooring systems, gangways, barges, and related components.

The consultant may be required to provide/perform underwater inspection, by divers, as well as "Fathometric Surveys" to determine the depth of water at proposed ferry landing locations. The consultant shall provide other necessary services in accordance with the specific project requirements of the individual task orders.

BRIDGE REHABILITATION DESIGN:

The consultant shall perform an in-depth field inspection and evaluation in accordance with the Specification for In-Depth Bridge Inspection and Bridge Deck Evaluation Procedure Manual. The consultant will also perform a load rating of the structure in accordance with the current NYSDOT Engineering Instructions for load ratings. The consultant will prepare and submit a "Bridge Rehabilitation Project Report" summarizing the above studies, rehabilitation or replacement alternatives, estimated costs, and recommendation of the preferred course of action.

The consultant shall prepare a Bridge Rehabilitation Preliminary Plan in accordance with the Standard Details for Highway Bridges, Bridge Design Data Sheets, and Guideline Drawings.

The consultant shall analyze, review and provide recommendations on all changes in materials, design or proposed work, particularly as they may apply to "Value Engineering" that proposed by the contractor.

The consultant, or qualified subconsultant, shall provide subsurface investigations, design of shallow & deep foundations and earthwork analyses along with attending field supervision necessary for the performance of work.

The consultant shall prepare detailed structure rehabilitation plans, specifications and estimates. Work will consist of the preparation and submission of Advance Structure Plans and Final Plans, Specifications, and Estimates. For each of these submissions, the consultant will make revisions in accordance with Departmental comments.

The consultant shall provide assistance for bidding, bid analysis, registration and award of the contracts.

RESIDENT ENGINEERING AND INSPECTION:

The consultant shall provide, to the satisfaction of the Commissioner, all necessary resident engineering and inspection services, and such testing of materials as may be required in connection with the actual construction of the project, which includes all general construction and incidental work, such that the completed construction conforms to the plans, specifications, and requirements of the contract and to good construction practice.

The consultant will endeavor to safeguard the City against deficits and deficiencies in the work and that he/she will use reasonable care and reasonable powers of observation and detection in determining that the work conforms to the Construction Contract documents.

BRIDGE INSPECTIONS:
The consultant shall provide continuous investigation/inspection/identification and project management/support services with a staffing level as approved by the Commissioner until completion and final acceptance of his/her investigation/inspection Contract work.

The consultant shall provide, to the satisfaction of the Commissioner, all necessary investigation/inspection/identification services and specialized engineering services as may be required in connection with the actual scope of services, which includes all general protection, and incidental work.

STRUCTURAL EVALUATIONS/DESIGNS:
The consultant shall be required to inspect and/or evaluate the condition of highway structures such as retaining walls, bulkheads, shorefront facilities, step streets, vaults, pavement systems, overpasses and drainage systems. This service may include inspection, analysis, testing, rating, reports, associated designs, and recommendations for emergency repairs or alternative rehabilitation solutions.

TRAFFIC DATA COLLECTION AND ANALYSIS:
The consultant will assemble and/or collect detailed data on accidents, vehicle and pedestrian volumes and classifications, turning movements, travel times and speed surveys, traffic flow characteristics, traffic signals, timing and controls, signage, parking utilization and goods movement (e.g., truck loading and unloading activities), demographic and land use data, and other information necessary to inventory existing conditions and usage. The consultant shall install Automatic Traffic Recording (ATR) machines to collect daily traffic volumes for up to seven days. Accident data for at least three years may also be required. All data collected should meet the Institute of Transportation Engineers, FHWA. NYSDOT and NYC CEQR Manual specifications and guidelines, unless otherwise specified by DOT.

The consultant will utilize various methodologies and pertinent evaluation criteria, as may be required in connection with the actual scope of services, including, but not limited to, travel demand forecasting/analyses (trip generation, modal split, traffic assign, etc.), floating car method and radar guns, census data and other sources that will result in the identification of causes, critical transportation safety problems, and to provide recommendations.

The consultant shall conduct traffic assessments as required. In accordance with DOT standard criteria, identify problem intersections, and analyze roadway capacity using the Highway Capacity Manual (HCM) methodology approved by DOT. Intersections to be analyzed will be determined on a study-by-study basis. Analysis may also be required to be conducted using Synchro/SimTraffic or other software programs as directed by NYCDOT.

The consultant shall analyze current parking (on and off-street) conditions and assess available capacity, utilization and turnover rate. The consultant shall analyze existing bus routes, stops and the adequacy of space for stopping and layover areas.

The consultant shall analyze goods movements generated by commercial developments within the study area.

The consultant shall provide technical memoranda detailing data collection and providing analysis for current and projected conditions. The assembled data will be stored within a project Geographical Information System (GIS) database. The consultant will utilize ArcView, ArcInfo or a similar GIS program approved by DOT that will enable the display and analysis of large quantities of numeric data. It should be possible to perform data queries and display the output graphically on a digital base map. The consultant shall use software that is compatible with software currently being used by DOT.

CONSTRUCTION SUPPORT SERVICES:
The consultant shall provide specialized engineering services, Shop Drawing Review Services, Erection Drawing Review Services, Design Services and Construction Contract CPM Progress Services, with a staff commensurate with the level of construction activity until completion and final acceptance of the Construction Contract work. The consultant agrees to provide, to the satisfaction of the Commissioner, Shop Drawing Review and Erection Drawing Review Services as required by the commissioner, such that shop drawings and erection drawings conform to the plans, specifications and requirements of the contract and to proper construction practice. The consultant also agrees to provide to the satisfaction of the Commissioner, all necessary specialized engineering services, such that the resultant design efforts conform to proper engineering practice.

CONSTRUCTABILITY REVIEWS:
The consultant shall review Advanced Detail Plans and other available project information and prepare a report that documents/discusses constructability issues that could potentially delay or disrupt the completion of the project. The objective of the review is to assure that the contract documents are sufficiently detailed so that the project can be bid rationally and built without significant contract change.

STREET AND TRANSPORTATION INVENTORY:
The consultant shall conduct inventories of street and sidewalk geometry, traffic flow directions, parking regulations, traffic controls, parking regulation compliance, collision history, transit ridership, zoning, demographics, land use and other items as required for analyses. The consultant shall prepare documentation needed for DOT to update orders and drawings related to signs, markings, signals and meters. The consultant shall document past actions and consider planned and proposed future actions taken by DOT and others as requested.

TRAFFIC SIMULATION:
The consultant shall conduct traffic simulations utilizing software approved by DOT. The software will be used to simulate existing and future traffic conditions through the network, perform capacity and level-of-service analysis based on the most currently approved Highway Capacity Manual methodology and/or Synchro/Sim Traffic or other software program as requested by DOT, and calculate travel times, queues and delays on each link. The model should be able to perform macroscopic simulation of operation, generate an animated output, model and optimize coordinated and/or actuated signal operation, and estimate vehicle emissions.

UNIFORM LAND USE REVIEW PROCEDURE/ENVIRONMENTAL QUALITY REVIEW:

The consultant shall provide services that are necessary to securing alterations in the City Map, including acquisition of private property, subject to the Uniform Land Use Review Procedure (ULURP).
The consultant shall prepare an Environmental Assessment Statement (EAS) or Environmental Impact Statement (EIS) to determine any potential significant environmental impact(s) of the project. The consultant may also be required to perform environmental reviews under the City (CEQR), State (SEQRA), and Federal (NEPA) processes.

The consultant shall file complete application materials and shall assist NYCDOT in securing all necessary approvals.

The consultant shall initiate all actions as required by New York City Department of City Planning or other involved City/Public Agencies. The consultant is required to participate in all conferences, meetings, and public hearings to present the necessary engineering background/expertise and shall prepare reports, documentations, drawings or backup material necessary to advance the process/proceedings.

SOFTWARE SYSTEMS DEVELOPMENT AND CUSTOMIZATION, AND TECHNICAL TRAINING:
The consultant shall develop systems to manage and/or customize AutoCad and other traffic engineering software applications. The consultant shall develop systems for upgrading and reconciling records and work orders, such as:

- creating markings records of traffic signal intersections by drafting an AutoCad overlay of existing plans
- compiling utility and topographical records and boring samples
- upgrading existing circles to today's standards
- developing a systematic spanning procedure for contract work orders

The consultant shall provide technical training to staff on subjects relating to any aspect of traffic operations and software systems and provide other assistance as necessary.

PUBLIC OUTREACH LIAISON:
Absolutely no subconsultant work shall begin without the specific written consent of the Executive Director of Capital Program Management Division, or the Deputy Chief Engineer of Bridges.

Under the direction of the Department, the consultant shall provide a dedicated Community Relations Subconsultant to support the project with the distribution of timely, accurate, and constructive information. The subconsultant will serve as adjunct to NYCDOT; attend community meetings, advise and update the community as to a project's plans, schedule and progress. The subconsultant will also be responsible for responding to and coordinating the following: answering questions from the public, maintaining mailing lists, issuing newsletters, press releases, and brochures, as well as other associated tasks. The Public Outreach Subconsultant will require extensive community and public relations experience, a superior command of the English language, and excellent communication skills in order to carry out the aforementioned responsibilities.

1. *Specific Tasks Include:*

   a) Plan and implement a public outreach program. This plan will detail the outreach procedures that will be utilized throughout the entire project such as: press releases, public advisories, dedicated hotlines and web sites. This plan will also include intense start-up information distribution such as press fact sheets, travel advisories and, if directed, require attendance at public and local meetings to establish the subconsultant office contact.
   b) Identify key community leaders and establish points of contact with elected officials, community boards, civic/merchant groups, etc. for ongoing dialogue and liaison.

   c) Create mailing lists of elected officials, CB's, community groups, etc. for effective information distribution.

   d) Foster ongoing communication and coordination through regular updates, telephone contacts, field visits with community and other NYC agencies such as the Transit Authority and MTCCC.

   e) Maintain telephone and visitor logs.

   f) The primary goal of the subconsultant will be the identification of potential problems/issues concerning the project. Thereafter, the subconsultant will be responsible for notification of project concerns to the community. Also, the subconsultant will provide the NYCDOT with possible solutions to these concerns.

2. *Prepare and Upon Approval Issue Newsletter*

The subconsultant will produce a quarterly newsletter. It will contain current information about the project including work completed, work to be performed in the near future, schedule information, and what the public can do to help. No newsletters are to be distributed without the express prior approval of the NYCDOT Community Affairs Director and the NYCDOT Office of Public Information.

3. *Prepare and Upon Approval Issue Brochures*

Project brochures will be printed and distributed prior to roadway closures to inform bridge users of the anticipated closures and offer alternatives. The brochures will be included in the press releases for each roadway closure.

4. *Prepare and Upon Approval Issue Direct Mailings*

There will be several direct mailings targeted at bridge users and nearby employers which will include the current brochure and newsletter. Other information related to public transportation or alternate routes may also be included. No direct mailings are to be distributed without the express prior approval of the NYCDOT Community Affairs Director and the NYCDOT Office of Public Information.

5. *Prepare Press Releases for Issue by the NYCDOT*

Whenever a major stage of the construction is scheduled to begin a press release will be made available to the media. This will document information similar to the newsletters for the upcoming project, including roadway and transit closures. All press releases require direct, express prior approval from the Community Affairs Director and the NYCDOT Office of Public Information.

TRANSPORTATION PLANNING, ENVIRONMENTAL AND HYDRAULIC ASSIGNMENTS:
The consultant shall perform engineering tasks in accordance with the individual scope of services defined for the specific project assignment.

SPECIAL INVESTIGATIONS/STUDIES:
The consultant will perform specialized investigations and/or studies that may be required during the planning, design or construction of various streets projects or required to supplement the work of others. This service may require testing, inspections, reports, alternative design recommendations, associated designs, and may include but not be limited to the following specialized engineering items:
Sub-Surface Investigations
Environmental Studies
Property Surveys
Demapping
Easements and Land Transfers
Acquisition and Damage Maps
Legal Grade Changes
Architectural/Urban Treatments
Sidewalk Violation Notices
Tree Impact Studies
Handicapped Access Studies
Hazardous Waste Removal
Fixed Assets Inventories/As-Built Drawings
Drafting Services and/or CADD Mapping
Accident history studies (typically, 3-years)

SPECIAL PROJECTS:
The consultant shall provide engineering services for special projects assigned to him by the Department. As per directives and guidelines issued by the Department, the consultant shall prepare and submit, for review and approval, detailed scope of work including tasks and man-hour estimates prior to performance of engineering services for those special projects.

III. OPERATIONS PROCEDURE AFTER AGREEMENT IS EXECUTED

Assignments under these Contracts will be made on alternating basis, except that, if the Department is not able to reach a final agreement with one Consultant after following the procedures set forth in items 1 through 8 below, it may request a proposal from other Consultant and negotiate a final proposal with such other Consultant by following these procedures.

1. The Unit shall notify the consultant of the Department's intention to develop a STAGE II PROJECT AGREEMENT for a specific assignment and forwards the draft scope of services.

2. Arrangements will be made for a scope meeting to be held in the most appropriate location. The consultant shall take minutes and submit them to all attendees within one week.

   The Contract Manager shall present the technical aspects of the project to the consultant. At the close of the meeting, the due date of the first proposal will be established.

3. The consultant shall submit the first proposal with two copies to the Contract Manager.

4. The Contract Manager shall review the proposal and conduct appropriate negotiations that result in a final proposal, submitted by the consultant as in (3) above.

5. After review, the Contract Manager shall then recommends that the STAGE II PROJECT AGREEMENT be finalized. The agreement will be sent to the consultant for signature.

6. A copy of the executed agreement will be sent to the Office of Management and Budget and the office of Comptroller for final approvals. Upon receipt of these approvals, the fully executed agreement will be forwarded to all parties.

7. The Contract Manager shall notify the consultant when to proceed with work on the assignment.

8. The consultant shall send billings and progress reports to New York City Department of Transportation, Capital Roadway Planning and Development Unit. All extra work elements must be negotiated in writing. If warranted, an agreement for additional work will be processed in the same manner as the original assignment.

IV. FEES AND PAYMENTS

A. MAXIMUM FEE PAYABLE

The maximum fee payable for all services provided and expenses incurred hereunder shall not exceed $5,000,000.00, for each contract. Said fee is a maximum amount only and does not represent a commitment or guarantee on the part of the City to pay such amount.

B. BASIS

1. **Office Work:**

The payment for the services rendered herein shall be made on the basis of total direct technical office salary costs of the Engineer attributable to the contract times a technical office multiplier, plus direct reimbursement for Principals' Time and certain out-of-pocket expenses.

2. Field Work:

For field work, payment shall be made on the basis of total direct technical field salaries, including applicable weekend/night work differential, times a technical field multiplier, plus direct reimbursement for principals' time, authorized overtime premium pay and certain out-of-pocket expenses.

C. DEFINITIONS

1. **Direct Technical Salary Cost**

Direct technical salary cost shall include only engineering, surveying and drafting salaries, exclusive of Principals' Time, and shall be derived from direct individual salaries, not including overtime premium pay, vacation pay, holiday pay, social security, unemployment insurance, worker's compensation, sick pay or other fringe benefits. Any salary increases prior to or during the contract period shall be within parameters as established in the Engineer Pay Index of the U. S. Bureau of Labor Statistics-Employment Cost Index for Professional Specialty and Technical Workers-Wages and Salaries.[1]
Any request for salary increases should be accompanied by an analysis showing the relationship to the Engineer pay index.

2. **Technical Officer or Field Multiplier**

The technical office or field multiplier shall be applied to the direct technical office or field salary costs of the Engineer in connection with the project, and shall be considered as including provisions for indirect costs and profit.

3. **Principals' Time**

Principals of the firm, such as partners or owners, shall be compensated for their time, to the extent that they perform services other than administrative or supervisory services, as follows:

a) The rate of compensation for Principals' Time as stated herein before, shall not exceed One Hundred Dollars ($100.00) per hour, to be based on actual draw.

b) The Principals participating in the project shall provide the Commissioner with a demonstration certifying his/her actual draw from the firm on an average weekly basis. Where said rate exceeds Fifty Dollars ($50.00) per hour, the principal participating in the project shall provide the Commissioner with a notarized statement by a certified public accountant that such rate does not exceed the principal's annual direct compensation, excluding profit, computed on an

[1] The Annual Employment Cost Index Percent increase times the total yearly salary cost of all current employees working on that project for the prior year, becomes a pool of money from which various raises may be granted. The maximum salary increase per person is limited to the Annual Employment Cost Index plus 50% of the Index. Total of individual raises shall not exceed the pool money per contract year.

hourly rate. The amount payable for Principal's Time shall not be included in the technical salary cost base and is not subject to any multiplier.

c) The Principals participating in the project shall maintain a daily log of their participation, which shall be submitted with payment requisitions and be available for inspection by the Commissioner.

d) The Commissioner shall certify that direct participation by the Principals is essential to the effective and economic completion of the Project.

e) The total compensation for the Principals' Time shall not exceed Thirty-Five Percent (35%) of the total not to exceed fee as stated hereinbefore.

f) In the event that Principal assumes the specific assignment of responsibilities normally allocated to a technical member of the project team, said Principal shall be compensated at a rate corresponding to the technical salary commensurate with that assignment times an adjusted multiplier, said multiplier to be established by Department's Engineering Audits Office.

4. **Out-Of-Pocket Expense**

In the event that the Commissioner directs the consultant to provide services for which out-of-pocket expenses are incurred, the provisions set forth below shall apply. Out-of-pocket expenses shall not exceed 10% of the contract amount.

a) The cost of acquiring, on a per diem bases, the services of other experts or engineers as may be required for the performance of the Engineer's services.

b) The cost of acquiring the services of a licensed surveyor, as may be required, for performing surveying and/or plotting of surveys.

c) The cost of retaining the services of a qualified engineer, or engineers, to provide for Concrete/Asphalt Coring and Concrete/Asphalt Core Testing Services, Concrete Encasement Removal, Steel Sampling, and Soil Investigation and Testing Services as required.

d) The costs of the use of motor vehicles, owned by the Engineer or employees of the Engineer or leased and maintained by the Engineer and used specifically for and only for the performance of this contract, shall be compensated on a direct mileage basis in accordance with the standards as established for reimbursement allowances for City personnel. The costs of MTA Tokens and Tolls within the city borders are reimbursable as out-of-pocket costs. However, cost of parking is not reimbursable.

e) The cost of procurement of copies of documents, data sheets, drawings and reports for reference and information.

f) The cost of printing and duplication by an outside vendor is reimbursable as out-of-pocket costs based on submitted invoice. However, cost of printing by in-house services is not reimbursable.

g) The cost of project specified microfilming services is reimbursable as out-of-pocket costs.

h) The cost of project specified photographic film, developing and printing services are reimbursable as out-of-pocket costs.

i) The cost of renting other materials or equipment, or acquiring services specifically for, and applicable only to, this project may be submitted for direct payment as out-of-pocket costs. This shall not include the purchase of general tools or office supplies whether expendable or reusable.

j) The costs of specified registered mailing and/or FEDEX type services directed by the Department are reimbursable as out-of-pocket costs. However, routine postage, messenger service, etc., are not reimbursable.

k) The costs of project related long distance telephone calls are reimbursable as out-of-pocket costs.

l) The costs of project specified cellular communications, approved by the Executive Director of Capital Program Management or the Deputy Chief Engineer of Bridges are reimbursable as out-of-pocket costs.

m) The cost of any Force Account expenditure(s) and/or Force Account Agreement(s) that may be required for the performance of the Engineer's In-Depth Inspection(s). (For Definitions, See IV.C.5).

n) The cost of project specified miscellaneous items approved by the Executive Director of Capital Program Management or the Deputy Chief Engineer of Bridges is reimbursable as out-of-pocket costs.

Out-of-pocket expenses are subject to Comptroller limits for city employees. Out-of-pocket expenses shall be subject to audit by the Department of Transportation. Consequently, the Engineer shall maintain, and submit to the Department as part of his/her monthly payment requisition, time and material records for all out-of-pocket expenses incurred during that month and submitted for reimbursement in connection with the services herein contained. Subcontractors and subconsultants are subject to the same rules governing the documentation and reimbursement of Out-of Pocket expenses as the prime consultant.

5**. Force Account Work**

Force Account Work refers to the non-DTL expenses associated with having railroad entity personnel assist in the inspection of facilities above or below active railroad lines. Force Account Work also refers to the non-DTL expenses associated with having railroad entity personnel perform a technical review of the Plans.

6. **Indirect Cost and Overhead**

a) Indirect Costs shall include costs of a general nature which could be applied to the Engineer's entire operation and which are not readily attributable to any one project. These shall include: fringe benefits, taxes, insurance premiums, postage, office supplies, motor vehicles, equipment, office machine and computer rentals, depreciation on purchased equipment, maintenance and operation costs, recruitment, temporary facilities, consultant fees, overhead (see below) and any such costs as are necessary to conduct the Engineer's operations with the exception of those cost items which are submitted to direct payment as out-of-pocket expenses.

b) Overhead includes that portion of the Engineer's administrative, clerical and financial costs which are applicable to operations, including, but not limited to: rent, utilities, salary costs of

administrative and clerical work (including administrative services of the Principal and Technical Typing), fringe benefits, payroll expenses, taxes, insurance, legal and professional fees, bank service charges, depreciation, office supplies and equipment, maintenance.

7. Overtime Premium

Overtime Premium Compensation should be those payments over and above straight salary for hours actually worked, which are required either by applicable State and Federal Laws and Regulations or with in accordance with the schedule set up under the Field Survey Union Contract. In no event however, should the rate of overtime premium compensation exceed the Engineer's normal Company policy relating to such compensation.

8. Weekend/Night Work Differential

Weekend/night work differential should be compensation over and above the daily wage rate as indicated in the agreed upon rates (as would be indicated in the "Salary Schedule" table) for normally scheduled non-overtime shift work either on weekends or between the hours of 6:00 P.M. and 8:00 A.M. The weekend/night work differential should be limited to a maximum of ten percent (10%) of actual base pay for applicable time worked during the different periods, exclusive of overtime premium pay, and should be paid in accordance with the standards as established for reimbursement allowances for City personnel. In no event however, should rate of weekend/night work differential exceed the Engineer's normal Company Policy relating to such compensation.

9. Performance Evaluation

Consultant services must be performed in a timely manner. Emphasis should be placed on qualitative and timely submission of required documents and reports. Evaluations of performance will be used in selection of consultants for future work.

10. Subconsultants and Subcontractors

Subconsultant and/or Subcontractor services must be performed on a time and material basis with a not to exceed maximum cost. Reimbursement will be based on time and material invoices verified by the same rules governing the prime consultant. Subconsultant services not included in the original proposal and all Subcontractor services must be justified to the satisfaction of the Executive Director of Capital Program Management or the Deputy Chief Engineer of Bridges.

D. PAYMENTS

1. During the course of the contract, all payments, including the final payment, shall be paid to the Engineer on a monthly basis as they occur, as follows:

   a) Payment shall be made based on direct technical office or field salaries of the Engineer and all professional subcontractors in connection with the project, times a technical office or field multiplier of:
      ____ for office work *
      ____ field work *

   b) For approved out-of-pocket costs and allowable time for Principals' services, payments shall be made on the basis of direct reimbursement at cost to the Engineer, with no markup for the Engineer's overhead and profit.

***** Said multiplier was established by the Engineer in his/her "Request for Proposal" submission and has been accepted by the Department subject to the review and audit provisions as contained herein. In no event shall said multiplier be increased.

2. The Consultant shall submit to the Commissioner, or his duly authorized representative, but not more than once per calendar month, a certified requisition, and six copies, setting forth in detail the items of work and services performed by the consultant and the amount of partial payment requested. Requisitions shall be accompanied by statements prepared and certified by the consultant setting forth the name and title of each of his/her and his/her sub-consultant's employees who was engaged in the project during such respective month, the number of hours worked each day, the direct salary and the compensation attributable to the time for which the requisition is submitted. All requisitions shall be accompanied by a report on the progress of the work, properly coded and tabulated to indicate the percentage of completion of each phase of the work. All said requisitions and progress reports shall be subject to review and approval of the Department's designated Project Engineer.

3. The Commissioner, or his duly authorized representative, shall review the said requisition and if, in his/her judgment, the work and services therein set forth have been performed, the Commissioner shall endorse his/her approval of payment of said requisition and certify that the work and services have been satisfactorily performed by the consultant.

4. Out-of-pocket expenses and compensation for Principals' Time approved by the Commissioner shall be paid at cost to the consultant, with no markup for the consultant’s overhead and profit.

5. The last and final payment to the consultant shall become due and payable upon the actual completion of the work under this contract and the filing by the consultant with the Commissioner of all records and documents in connection with the project.

6. The final requisition shall be accompanied by a statement certifying and scheduling the total direct technical salary costs of the consultant attributable to the contract.

7. The fee and all payments hereunder shall be subject to review and audit by the Department of Transportation and subject to audit by the Comptroller of the City of New York.

8. The fee shall not be increased for any reason except as provided herein or where such increase is due to a material change in scope only.

   The annual daily rates, exclusive of applicable weekend/night work differential, shall not exceed the rates as shown on Labor Cost Proposals Forms 4T-1 & 4T-2. However, the Engineer may periodically, but not more that once per contract year, request, in writing to the Department, to have these rates adjusted. This adjustment shall be within the parameters as established in the U. S. Bureau of Labor Statistics Employment Cost Index for Professional Specialty and Technical Workers-Wages and Salaries

9. Partial Payments:

   a) The consultant shall be paid in monthly progress payments based on actual allowable cost incurred during the period in accordance with Section IV of this Agreement. The consultant shall submit a breakdown of costs for each specific task provided with request for payment. Payment requests are subject to the approval of the Commissioner, or his duly authorized representative.

   b) The consultant shall inform the city and all sub-contractors of the consultant’s schedule for submitting monthly requisitions to the City, said schedule shall be strictly adhered to by the consultant.

   c) All sub-contractor requisitions received by the consultant at least ten (10) calendar days prior to a scheduled billing, shall be included in that billing, even if the consultant does not have other costs

to be billed for that period. The consultant shall inform the sub-contractor of the date the requisition was submitted to the City and the amount included for the sub-contractor.

d) The consultant is required to make partial payments to all sub-contractors within (10) calendar days of receipt of payment from the City.

e) Accounts of the consultant shall clearly identify the costs of the work performed under this Agreement and shall be subject to periodic and final audit by the City and, on Federally aided Projects, by the Federal Highway Administration. Such audit shall not be a condition of partial payment.

f) The consultant shall not be entitled to any additional compensation as a result of any sum or sums paid to the construction contractor(s) in settlement of claims for additional compensation or of any judgment for damages under the construction contracts. However, in the event of the necessity of re-letting a construction contract or contracts the consultant shall be compensated for any additional work rendered to the City, as a result of such re-letting.

In addition to any other requirements contained herein, the consultant is advised that all payments due under this contract are subject to various directives issued by the Office of the Comptroller regarding the auditing of payment to consultants. Such directives are:

Directive No.2 (Guidelines for Audit of Vouchers Submitted Under Cost Reimbursable Contractual Agreements) Directive No.6 (Travel Meals Lodging and Miscellaneous Agency Expense); and Directive No. 7 (Audit of Payment Vouchers Issued Under Contracts for Construction, Equipment and Related Consultant Services).

Said Directive may be obtained from the Project Engineer.

g) The total maximum length of this Engineering Service Agreement Contract shall be 1095 consecutive calendar days from notice to proceed.

h) This Department in its sole discretion has the option to renew this contract at the same terms and conditions, and not to exceed price, for an additional 3 years. The multiplier is subject to adjustment at the renewal time.

E. LIQUIDATED DAMAGES

In the event that the consultant does not complete any assignment within the time fixed in the Time of Completion section of the Specific Requirements scope of services, or within the time to which such completion may have been extended by agreement (see notes below), the consultant must pay to the City the sum of one hundred ($100) dollars for each and every calendar day that the time consumed in completing the assignment exceeds the time allowed, provided, however, that the delay in completing the assignment[2] is within the control of the consultant and is caused solely by

[2]**Notes:**

1. The Target Date for completion of an assignment will be indicated in the Time of Completion section of the Specific Requirements scope of services.
2. Time Extension request(s) must be filed by the Engineer not less than 14 calendar days, and approved by the City, prior to expiration of applicable Time of Completion deadline(s).

the consultant's acts or failures to act. Delays beyond the control of the consultant shall include, but not be limited to, those caused by the following:

a) On the part of the City, its agencies, employees and representatives, acts or failures to act, to provide necessary information, prompt reviews, expeditious decisions and other matters essential to the progress of the project.

b) On the part of private utilities and agencies, acts or failures to act, to provide necessary information, prompt reviews, expeditious decisions and other matters essential to the progress of the project.

c) Unavoidable casualties, including Acts of God.

d) The enforcement of laws and regulations by the City, the State of New York and/or Federal Government enacted subsequent to the date of this contract.

In view of the difficulty of accurately ascertaining the loss, which the City will suffer by reason of delay in the completion of the assignment hereunder, the sum of one hundred ($100) dollars is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such delay, and not as a penalty.

Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the City's right to indemnification or the consultant's obligation to indemnify the City, or any other remedy provided for by contract or by law.

The comptroller will deduct and retain out of the monies which may be due hereunder, the amount of any such liquidated damages; and in case the amount which may be due hereunder shall be less than the amount of liquidated damages suffered by the City, the consultant shall be liable to pay the difference upon demand by the comptroller.

SECTION VII

B) GENERAL PROVISIONS (APPENDIX A)

APPENDIX A

GENERAL PROVISIONS GOVERNING CONTRACTS FOR CONSULTANTS, PROFESSIONAL AND TECHNICAL SERVICES

ARTICLE 1. DEFINITIONS

1.1 As used throughout this Contract, the following terms shall have the meaning set forth below:

A. "City" shall mean the City of New York, its departments and political subdivisions.

B. "Comptroller" shall mean the Comptroller of the City of New York.

C. "Department" or "Agency" shall mean the New York City Department of Transportation.

D. "Commissioner" or "Agency Head" shall mean the Commissioner of the Department of Transportation or his or her duly authorized representative. The term "duly authorized representative" shall include any person or persons acting within the limits of his or her authority.

E. "Law" or "Laws" shall include but not be limited to the New York City Charter, the New York City Administrative Code, a local law of the City of New York, and any ordinance, rule or regulation having the force of law.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES

2.1 PROCUREMENT OF CONTRACT

A. The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other compensation. The Contractor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The Contractor makes such representations and warranties to induce the City to enter into this Contract and the City relies upon such representations and warranties in the execution hereof.

B. For a breach or violation of such representations or warranties, the Agency shall have the right to annul this Contract without liability, entitling the City to recover all monies paid hereunder and the Contractor shall not make claim for, or be entitled to recover, any sum or sums due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the City for the falsity or breach, nor shall it constitute a waiver of the City's right to claim damages or refuse payment or to take any other action provided for by law or pursuant to this Contract.

2.2. CONFLICT OF INTEREST

The Contractor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. The Contractor further represents and warrants that in the performance of the Contract no person having such interest or possible interest shall be employed by it. No elected official or other officer or employee of the City or Department, nor any person whose salary is payable, in whole or in part from the City Treasury, shall participate in any decision relating to this Contract which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested; nor shall any such person have any interest, direct or indirect, in this Contract or in the proceeds thereof.

2.3 FAIR PRACTICES

The Contractor and each person signing on behalf of any contractor represents and warrants and certifies, under penalty of perjury, that to the best of its knowledge and belief:

A. The prices in this Contract have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;

B. Unless otherwise required by law, the prices which have been quoted in this Contract and on the bid or proposal submitted by the Contractor have not been knowingly disclosed by the Contractor prior to the bid or proposal opening, directly or indirectly, to any other bidder/proposer or to any competitor; and

C. No attempt has been made or will be made by the Contractor to induce any other person, partnership or corporation to submit or not to submit a bid or proposal for the purpose of restricting competition. The fact that the Contractor (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of the above.

ARTICLE 3. AUDIT BY THE DEPARTMENT AND CITY

3.1 All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said vouchers or invoices are based are subject to audit by the Department and by the Comptroller of the City of New York pursuant to the powers and responsibilities as conferred upon said Department and said Comptroller by the New York City Charter and Administrative Code of the City of New York, as well as orders and regulation promulgated pursuant thereto.

3.2 The Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Contract as may be required by said Department and said Comptroller so that they may evaluate the reasonableness of the charges and shall make its records available to the Department and to the Comptroller as they consider necessary.

3.3 All books, vouchers, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the City of New York, the State of New York, the Federal Government and any other person duly authorized by the City. Such audit may include examination and review of the source and application of all funds whether from the City, any State, the Federal Government, private sources or otherwise.

3.4 The Contractor shall not be entitled to final payment under the Contract until all requirements have been satisfactorily met.

ARTICLE 4. COVENANTS OF THE CONTRACTOR

4.1 EMPLOYEES

A. All experts or consultants or employees of the Contractor who are employed by the Contractor to perform work under this Contract are neither employees of the City nor under contract to the City and the Contractor alone is responsible for their work, direction, compensation and personal conduct while engaged under this Contract. Nothing in the Contract shall impose any liability or duty on the City for the acts, omissions, liabilities or obligations of the Contractor, any person, firm, company, agency, association, expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent, or for taxes of any nature including but not limited to unemployment insurance, workmen's compensation, disability benefits and social security, or, except as specifically stated in this Contract, to any person, firm or corporation.

B. The Contractor shall be solely responsible for all physical injuries or death to its agents, servants, or employees or to any other person or damage to any property sustained during its operations and work on the project under this Contract resulting from any negligent or wrongful act of omission or commission or error in judgement of any of its officers, trustees, employees, agents, servants, of independent contractors, and shall hold harmless and indemnify the City from liability upon any and all claims for damages on account of such injuries or death to any such person or damages to property on account of any neglect, fault or default of the Contractor, its officers, trustees, employees, agents, servants, or independent contractors. The Contractor shall be solely responsible for the safety and protection of all of its employees whether due to the negligence, fault or default of the Contractor or not.

C. Minimum Wage

Except for those employees whose minimum wage is required to be fixed pursuant to Section 220 of the Labor Law of the State of New York, all persons employed by the Contractor in the performance of this Contract shall be paid, without subsequent deduction or rebate, unless expressly authorized by law, not less than the minimum wage as prescribed by law. Any breach or violation of the foregoing shall be deemed a breach or violation of a material provision of this Agreement.

4.2 INDEPENDENT CONTRACTOR STATUS

The Contractor and the Department agree that the Contractor is an independent contractor, and not an employee of the Department or the City of New York, and that in accordance with such status as independent contractor, the Contractor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the City of New York, or of any department, agency or unit thereof, by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City of New York, including, but not limited to, Workers' Compensation coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

4.3 INSURANCE

A. Required Insurance Coverage: Before performing any work on the Contract, the Contractor shall procure and maintain for the duration of the Contract, insurance against any claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work in this Contract by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall procure the required insurance from companies licensed and authorized by the New York State Department of Insurance to do business in New York State and with a Best's rating of A-7 or better.

1. Commercial General Liability. Before performing any work on the Contract, the Contractor shall procure Comprehensive General Liability Insurance in the Contractor's name and naming the City of New York and the Department of Transportation as additional insured thereunder and endorsed to cover the liability assumed by the Contractor under the indemnity provisions of this Contract. This insurance policy shall be maintained during the term of this Contract and shall protect the City of New York, the Contractor and/or its subcontractors performing work under this Contract from claims for property damage and/or bodily injury, including death, which may arise from operations under this Contract, whether such operations are performed by the Contractor or anyone directly or indirectly employed by the Contractor. The coverage provided shall not be less than $1,000,000 per occurrence. The coverage provided must be "occurrence" based; "claims-made" coverage will not be accepted.

2. Workers' Compensation Insurance. Before performing any work on this Contract, the Contractor and each Subcontractor shall provide Workers' Compensation Insurance in accordance with the Laws of the State of New York, and the United States Longshoremen's and Harbor Workers' Act where applicable, on behalf of all employees providing services under this Contract.

3. Employers' Liability Insurance. Before performing any work on this Contract, the Contractor shall procure Employers' Liability Insurance, in the amount of at least $1,000,000 per accident, providing compensation for bodily injury by accident or disease sustained by any employee of the insured arising out of and in the course of his/her employment by the Contractor.

4. Automobile Liability. Before performing any work on this Contract, the Contractor shall procure commercial auto liability insurance covering all owned, non-owned, hired and borrowed vehicles to be used in connection with this Contract. The City of New York and the Department shall be named as additional insureds. Coverage shall be in an amount of at least $1,000,000.00.

5. Unemployment Insurance. Before performing any work on this Contract, Unemployment Insurance coverage shall be obtained and provided by the Contractor for its employees.

6. Professional Liability. Before performing any work on this Contract, the Contractor shall procure Professional Liability Insurance covering as insured the Contractor, with a limit of liability of not less than $1,000,000. All sub-consultants to the Contractor providing professional services under this Contract shall also provide evidence of Professional Liability Insurance to the Commissioner at limits appropriate to the exposures of the sub-consultant's work, with deductibles suitable for the financial capacity of the sub-consultant and through carriers and on forms acceptable to the City.

7. The Contractor agrees to indemnify and hold harmless the City of New York and each officer, agent and employee of the City of New York against any and all claims for personal injury or wrongful death or damage to personal property arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor or anyone employed by the Contractor.

(B) General Requirements for Insurance Policies:

1. All required insurance policies shall be maintained with companies licensed and authorized to do business in the State eof New York by the New York State Department of Insurance. The Contractor must first obtain the written approval of the City's Risk Manager of the Mayor's Office of Operations, or its delegate, in the event it wishes to maintain any type of required insurance with a company not licensed to do business in the State of New York.

2. The Contractor shall be solely responsible for the payment of all premiums for all required policies and all deductibles to which such policies are subject, whether or not the City is an insured under the policy.

3. All insurance policies shall include, without limitations, the following endorsements/requirements.

   (a) Notice under the Policy to the City as Additional Insured shall be addressed to each of the following: (1) the Commissioner; (2) Comptroller's Office, attn: Office of Contract Administration, Municipal Building, Room 835, New York, NY 10007; and

   (b) Notwithstanding any provision of this policy to the contrary, notice by or on behalf of the City as Additional Insured of any occurrence, offense, or claim, if such notice is required, will be deemed timely if given to the Insurance Company as soon as practicable after a Notice of Claim adequately specifying the occurrence, offense, or claim as one potentially covered under the policy has been filed with the Comptroller; however, in no event shall notice be deemed untimely so long as it is given within 180 days of the filing of the Notice of Claim; and

   (c) Any notice, demand other writing by or on behalf of the Contractor to the Insurance Company relating to any occurrence, offense, claim or suit shall also be deemed to be a notice, demand, or other writing on behalf of the City as Additional Insured, and any response thereto on behalf of the Insurance Company shall be sent to the

Contractor, to the City at New York City Law Department, Insurance Law Unit, Affirmative Litigation Division, 100 Church Street, New York, NY 10007, and to the Comptroller at Insurance Unit, NYC Comptroller's Office, 1 Centre Street, Room 1222, New York, NY; and Notice of Cancellation of Policy: In addition to any other requirements concerning notice of cancellation, this policy shall not be cancelled, terminated, modified or changed by the Insurance Company unless sixty (60) days' prior written notice is sent to the Named Insured by Registered Mail and also sent to the Commissioner and to the Comptroller's Office, attn: Office of Contract Administration, Municipal Building, Room 835, New York, New York 10007, nor shall this policy be cancelled, terminated, modified or changed by the Named Insured without the prior consent of the said Commissioner; and

(d) It is agreed that the Insurance Company, in the event of any payment under these policies, will waive its rights of recovery, if any, against the City; and

(e) The Insurance required for this contract must be on forms acceptable to the City and offered by Insurers acceptable to the New York State Insurance Department; and

(f) Where circumstances warrant, the Commissioner may, at his discretion and subject to acceptance by the Law Department and/or the Office of the Comptroller, accept letters of credit or custodial accounts in lieu of specific insurance requirements; and

(g) The Contractor shall be solely responsible for payment of all premiums for Insurance requirements, and <u>shall be solely responsible for the payment of all deductibles to which such policies are subject whether or not the City of New York is an insured under the policy;</u> and

(h) Claims-made policies will only be accepted for professional liability and such other risks as are authorized by the New York State Insurance Department. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year; and

(i) The policies shall contain no exclusions or endorsements which are not acceptable to the City; and

(j) Should the policies providing for any of the Insurance coverage required by the Contract expire during the Contract term, certificates confirming renewal of such insurance coverage shall be presented the Commissioner not less than thirty (30) days prior to the expiration date of coverage. In addition, a copy of the actual renewal policy, with all endorsements, shall be provided to the Commissioner no later than thirty (30) days after the expiration of the policy previously provided to the Commissioner. Failure to provide any renewal policy shall be ground to suspend payments to the Contractor; and

(k) <u>Submission of Insurance Certificates and Policies.</u> For all insurance coverage required under the Contract, two (2) certificates of such insurance shall be furnished to the Commissioner not later than twenty (20) days after receipt of the Notice of Award, unless otherwise directed by the Commissioner. In addition, with respect to all insurance coverage required by the contract, with the exception of Workers' Compensation and Employer's Liability Insurance, two (2) executed copies of the insurance POLICIES shall be provided to the Commissioner as soon as is practicable, but in not event later than thirty (30) days after the commencement of work. No Contract payments will be accepted for processing until such policies are received and approved, and failure to provide the required policies shall be ground for declaring the Contractor in default.

C. <u>Materiality/Non-Waiver:</u> The Contractor's failure to secure policy(ies) in complete conformity with this article, or to give the Insurance Company timely notice of an occurrence, offense, claim or suit on behalf of the City, shall constitute a material breach of this Contract. Such

breach shall not be waived or otherwise excused by any action or inaction by the City at any time.

4.4 PROTECTION OF CITY PROPERTY

A. The Contractor assumes the risk of, and shall be responsible for, any loss or damage to City property, including property and equipment leased by the City, used in the performance of this Contract and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of the Contractor, its officers, managerial personnel and employees, or any person, firm, company, agent or others engaged by the Contractor as an expert, consultant, specialist or subcontractor hereunder.

B. In the event that any such City property is lost or damaged, except for normal wear and tear, the City shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover such loss of damage.

C. The Contractor agrees to indemnify the City and hold it harmless from any and all liability or claim for damages due to any such loss or damage to any such City property described in subsection 4.4A above.

D. The rights and remedies of the City provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Contract.

4.5 CONFIDENTIALITY

All of the reports, information or data, furnished to or prepared, assembled or used by the Contractor under this Contract are to be held confidential, and prior to publication, the Contractor agrees that the same shall not be made available to any individual or organization without the prior written approval of the Department.

4.6 BOOKS AND RECORDS

The Contractor agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.

4.7 RETENTION OF RECORDS

The Contractor agrees to retain all books, records, and other documents relevant to this Contract for six years after the final payment or termination of the Contract, whichever is later. City, State and Federal auditors and any other persons duly authorized by the Department shall have full access to and the right to examine any of said materials during said period.

4.8 COMPLIANCE WITH LAW

Contractor shall render all services under this Contract in accordance with applicable provisions of Federal, State and Local laws, rules and regulations as are in effect at the time such services are rendered.

4.9 INVESTIGATION CLAUSE

The parties to this Contract agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (State) or City of New York (City) governmental agency or authority that is empowered directly or by designation, to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

A. If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York or;

B. If any person refused to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is an interested party in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation with the City, then;

C. The Commissioner or Agency Head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) days' written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

D. If any non-governmental party to the hearing requests an adjournment, the Commissioner or Agency Head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to paragraph (G) below without the City incurring any penalty or damages for delay or otherwise.

E. The penalties which may attach after a final determination by the Commissioner or Agency Head may include but shall not exceed:

1. The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

2. The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Contract, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation of termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

F. The Commissioner or Agency Head shall consider and address, in reaching his or her determination and in assessing an appropriate penalty, the factors listed in paragraphs (1) and (2) below. He or she may also consider, if relevant and appropriate, the criteria established in paragraph (3) and (4) below in addition to any other information which may be relevant and appropriate:

1. The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

2. The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

3. The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

4. The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under (F) above, provided that the party or entity has given actual notice to the Commissioner or Agency Head upon the acquisition of the interest, or at the hearing called for in (D) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

H. 1. The term "license" or "permit" as read herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.

2. The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal, or employee.

3. The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, or permits from or through the City or otherwise transacts business with the City.

4. The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

I. In addition to and notwithstanding any other provision of this Contract the Commissioner or Agency Head may in his or her sole discretion terminate this Contract upon not less than three (3) days' written notice in the event Contractor fails to promptly report in writing to the Commissioner of Investigation of the City of New York any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this Contract by the Contractor, or affecting the performance of this Contract.

4.10 <u>ASSIGNMENT</u>

A. The Contractor shall not assign, transfer, convey or otherwise dispose of this Contract or of Contractor's rights, obligations, duties, in whole or in part, or of its right to execute it, or its right, title or interest in it or any part thereof, or assign, by power of attorney or otherwise, any of the notices due or to become due under this Contract, unless the prior written consent of the Agency shall be obtained. Any such assignment, transfer, conveyance or other disposition without such consent shall be void.

B. Failure of the Contractor to obtain any required consent to any assignment, shall be cause for termination for cause, at the option of the Agency; and if so terminated, the City shall thereupon be relieved and discharged from any further liability and obligation to the Contractor, its assignees or transferees, and all monies that may become due under the Contract shall be forfeited to the City except so much thereof as may be necessary to pay the Contractor's employees.

C. The provisions of this clause shall not hinder, prevent, or affect an assignment by the Contractor for the benefit of its creditors made pursuant to the laws of the State of New York.

D. This Agreement may be assigned by the City to any corporation, agency or instrumentality having authority to accept such assignment.

4.11 **<u>SUBCONTRACTING</u>**

A. The Contractor agrees not to enter into any subcontracts for the performance of its obligations, in whole or in part, under this Contract without the prior written approval of the Department. Two copies of each such proposed subcontract shall be submitted to the Department with the Contractor's written request for approval. All such subcontracts shall contain provisions specifying:

1. That the work performed by the subcontractor must be in accordance with the terms of the Contract between the Department and the Contractor.

2. That nothing contained in such Contract shall impair the rights of the Department.

3. That nothing contained herein, or under the Contract between the Department and the Contractor, shall create any contractual relation between the Subcontractor and the Department, and

4. That the Subcontractor specifically agrees to be bound by the confidentiality provision set forth in this Contract between the Department and the Contractor.

B. The Contractor agrees that it is fully responsible to the Department for the acts and omissions of the Subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by it.

C. The aforesaid approval is required in all cases other than individual employer-employee contracts.

D. The Contractor shall not in any way be relieved of any responsibility under this Contract by any subcontract.

4.12 PUBLICITY

A. The prior written approval of the Department is required before the Contractor or any of it employees, servants, agents, or independent contractors may, at any time, either during or after completion or termination of this Contract, make any statement to the press or issue any material for publication through any media of communication bearing on the work performed or data collected under this Contract.

B. If the Contractor publishes a work dealing with any aspect of performance under this Contract, or of the results and accomplishments attained in such performance, the Department shall have a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.

4.13 PARTICIPATION IN AN INTERNATIONAL BOYCOTT

A. The Contractor agrees that neither the Contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder.

B. Upon the final determination by the Commerce Department or any other agency of the United States as to conviction of the Contractor or a substantially-owned affiliated company thereof for participation in international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the Comptroller may, at his or her option, render this Contract forfeited and void.

C. The Contractor shall comply in all respects, with the provisions of § 6-114 of the Administrative Code of the City of New York and the rules and regulation issued by the Comptroller thereunder.

4.14 INVENTIONS, PATENTS AND COPYRIGHTS

A. Any discovery or invention arising out of or developed in the course of performance of this Contract shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

B No report, document or other data produced in whole or in part with contract funds shall be copyrighted by the Contractor nor shall any notice of copyright be registered by the Contractor in connection with any report, document or other data developed for the Contract.

C. In no case shall subsection A and B of this section apply to, or prevent the Contractor from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Contract.

4.15 INFRINGEMENTS

The Contractor shall be liable to the Department and hereby agrees to indemnify and hold the Department harmless for any damage or loss or expense sustained by the Department from any infringement by the Contractor of any copyright, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Contract.

4.16 ANTI-TRUST

The Contractor hereby assigns, sells, and transfers to the City all right, title and interest in and to any claims and causes of action arising under the anti-trust laws of the State of New York or of the United States relating to the particular goods or services purchased or procured by the City under this Contract.

ARTICLE 5. TERMINATION

A. The Department and/or City shall have the right to terminate this Contract, in whole or in part:

1. Under any right to terminate as specified in any section of this Contract.

2. Upon the failure of the Contractor to comply with any of the terms and conditions of this Contract.

3. Upon the Contractor's becoming insolvent.

4. Upon the commencement under the Bankruptcy Act of any proceeding by or against the Contractor, either voluntarily or involuntarily.

5. Upon the Commissioner's determination that termination is in the best interest of the City.

B. The Department or City shall give the Contractor written notice of any termination of this Contract specifying therein the applicable provisions of subsection A of this section and the effective date thereof, which shall not be less than ten (10) days from the date the notice is received.

C. The Contractor shall be entitled to apply to the Department to have this Contract terminated by said Department by reason of any failure in the performance of this Contract (including any failure by the Contractor to make progress in the execution of work hereunder which endangers such performance), if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to: acts of God or of the public enemy; acts of the Government in either its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; or any other case beyond the reasonable control of the Contractor. The determination that such failure arises out of causes beyond the control and without the fault or negligence of the Contractor shall be made by the Department which agrees to exercise reasonable judgment therein. If such a determination is made and the Contract terminated by the Department pursuant to such application by the Contractor, such termination shall be deemed to be without cause.

D. Upon termination of this Contract the Contractor shall comply with the Department or City close-out procedure, including but not limited to:

1. Accounting for and refunding to the Department or City within thirty (30) days, any unexpended funds which have been paid to the Contractor pursuant to this Contract.

2. Furnishing within thirty (30) days an inventory to the Department or City of all equipment, appurtenances and property purchased through or provided under this Contract carrying out any Department or City directive concerning the disposition thereof.

3. Not incurring or paying any further obligation pursuant to this Contract beyond the termination date. Any obligation necessarily incurred by the Contractor on account of this Contract prior to receipt of notice of termination and falling due after such date shall be paid by the Department or City in accordance with the terms of this Contract. In no event shall the "obligation", as used herein, be construed as including any lease agreement, oral or written, entered into between the Contractor and its landlord.

4. Turn over to the Department or City or its designees all books, records, documents and material specifically relating to the Contract.

5. Submit, within ninety (90) days, a final statement and report relating to the Contract. The report shall be made by a certified public accountant or a licensed public accountant.

E. In the event the Department or City shall terminate this Contract, in whole or in part, as provided in paragraphs 1, 2, 3, or 4 of subsection A of this section, the Department or City may procure, upon such terms and in such manner as deemed appropriate, services similar to those so terminated, and the Contractor shall continue the performance of this Contract to the extent not terminated hereby.

F. Notwithstanding any other provisions of this Contract, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of Contractor's breach of the Contract, and the City may withhold payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City from the Contractor is determined.

G. The provisions of the Contract regarding confidentiality of information shall remain in full force and effect following any termination.

H. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to all other rights and remedies provided by law or under this Contract.

ARTICLE 6. MISCELLANEOUS

6.1 CONFLICT OF LAWS

All disputes arising out of this Contract shall be interpreted and decided in accordance with the laws of the State of New York.

6.2 GENERAL RELEASE

The acceptance by the Contractor or its assignees of the final payment under this Contract, whether by voucher, judgment of any court of competent jurisdiction or any other administrative means, shall constitute and operate as a general release to the City from any and all claims of liability to the Contractor arising out of the performance of this Contract.

6.3 CLAIMS AND ACTIONS THEREON

A. Any claim, which is not subject to the Dispute Resolution provisions of the PBB Rules, against the City for damages for breach of contract shall not be made or asserted in any action or proceeding at law or in equity, unless the Contractor shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as hereinbefore provided.

B. No action or proceeding shall be instituted or maintained on any such claims unless such action or proceeding be commenced within six (6) months after the date the Commissioner issues a Certificate of Substantial Completion except that:

1. Any claims arising out of events occurring after the date the Commissioner issues a Certificate of Substantial Completion and before Final Acceptance of the work shall be asserted within six (6) months of Final Acceptance of the work;

2. Any claims for monies deducted, retained or withheld under the provisions of this Contract shall be asserted within six (6) months after the date when such monies become due and payable hereunder; and

3. If the Commissioner exercises his/her right to terminate the Contract Pursuant to Article 5, any such action shall be commenced within six (6) months of the date of filing in the Office of the Comptroller of the City of the Certificate for Final Payment hereunder.

C. In the event any claim is made or any action brought in any way relating to the Contract herein, the Contractor shall diligently render to the Department and/or the City of New York, without additional compensation, any and all assistance which the Department and/or the City of New York may require of the Contractor.

D. The contractor shall report to the Department in writing within three (3) working days of the initiation by or against the Contractor of any legal action or proceeding in connection with or relating to this Contract.

6.4 NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES

No claim whatsoever shall be made by the Contractor against any officer, agent, or employee of the City for, or on account of, anything done or omitted in connection with this Contract.

6.5 WAIVER

Waiver by the Department of a breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Contract unless and until the same shall be agreed to in writing by the Department or City as required and attached to the original Contract.

6.6 NOTICE

The Contractor and the Department hereby designate the business addresses hereinabove specified as the places where all notices, directions or communications from one such party to the other party shall be delivered, or to which they shall be mailed. Actual delivery of any such notice, direction or communication to a party at the aforesaid place, or delivery by Certified Mail shall be conclusive and deemed to be sufficient service thereof upon such party as of the date such notice, direction or communication is received by the party. Such address may be changed at any time by an instrument in writing executed and acknowledged by the party making such change and delivered to the other party in the manner as specified above. Nothing in this section shall be deemed to serve as a waiver of any requirements for the service of notice of process in the institution of an action or proceeding as provided by law, including the Civil Practice Law and Rules.

6.7 ALL LEGAL PROVISIONS DEEMED INCLUDED

It is the intent and understanding of the parties to this Contract that each and every provision of law required to be inserted in this Contract shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this Contact shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party hereunder.

6.8 SEVERABILITY

If this Contract contains any unlawful provision not an essential part of the Contract and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed

of no effect and shall upon notice by either party, be deemed stricken from the Contract without affecting the binding force of the remainder.

6.9 POLITICAL ACTIVITY

There shall be no partisan political activity or any activity to further the election or defeat of any candidate for public, political or party office as part of or in connection with this Contract, nor shall any of the funds provided under this Contract be used for such purposes.

6.10 MODIFICATION

This Contract may be modified by the parties in writing in a manner not materially affecting the substance hereof. It may not be altered or modified orally.

6.11 PARAGRAPH HEADINGS

Paragraph headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Contract and in no way affect this Contract.

6.12 NO REMOVAL OF RECORDS FROM PREMISES

Where performance of this Contract involves use by the Contractor of departmental papers, files, data or records at departmental facilities or offices, the Contractor shall not remove any such papers, files, data or records, therefrom without the prior approval of the Department's designated official.

6.13 INSPECTION AT SITE

The Department shall have the right to have representatives of the Department or the City, State or Federal governments present at the site of the engagement to observe the work being performed.

6.14 MERGER

This written Contract contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

6.15 CONDITIONS PRECEDENT

This contract shall neither be binding nor effective unless:

A. Approved by the Mayor pursuant to the provisions of Executive Order No. 42 dated October 9, 1975, in the event the Executive Order requires such approval; and

B. Certified by the Mayor (Mayor's Fiscal Committee created pursuant Executive Order No. 43, dated October 14, 1975) that performance thereof will be in accordance with the City's financial plan; and

C. Approved by the New York State Financial Control Board (Board) pursuant to the New York State Financial Emergency Act for the City of New York, as amended, (the "Act"), in the event regulations of the Board pursuant to the Act require such approval.

D. It has been authorized by the Mayor and the Comptroller shall have endorsed his or her certificate that there remains unexpended and unapplied a balance of the appropriation of funds applicable thereto sufficient to pay the estimated expense of carrying out this Contract.

The requirement of this section of the Contract shall be in addition to, and not in lieu of, any approval or authorization otherwise required for this Contract to be effective and for the expenditure of City funds.

6.16 PPB RULES

The Contract is subject to the Rules of the Procurement Policy Board of the City of New York effective September 1, 1990, as amended. In the event of a conflict between said Rules and a provision of this Contract, the Rules shall take precedence.

6.17 STATE LABOR LAW AND CITY ADMINISTRATIVE CODE

A. As required by New York State Labor Law § 220-e:

1. That in the hiring of employees for the performance of work under this Contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified as available to perform the work to which the employment relates;

2. That neither the Contractor, Subcontractor, nor any person on behalf of such Contractor or Subcontractor shall, in any manner discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, color, sex or national origin;

3. That there may be deducted from the amount payable to the Contractor by the City under this Contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Contract;

4. That this Contract may be cancelled or terminated by the City and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the Contract.

5. The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

B. As required by New York City Administrative Code § 6-108

1. It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a contract with the City or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a contract with the City to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

2. It shall be unlawful for any person or any servant, agent or employee of any person, described in subdivision (a) above, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color, creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

3. Disobedience of the foregoing provisions shall be deemed a violation of a material provision of the Contract.

4. Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this section shall, upon conviction thereof, be punished by a fine of not more than one hundred dollars or by imprisonment for not more than thirty days, or both.

6.18 FORUM PROVISION CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

A. This Contract shall be deemed to be executed in the City of New York, State of New York, regardless of the domicile of the Contractor, and shall be governed by and construed in accordance with the laws of the State of New York.

B. The parties agree that any and all claims asserted by or against the City arising under this Contract or related thereto shall be heard and determined either in the courts of the United States located in New York City ("Federal Court") or in the courts of the State of New York ("New York State Courts") located in the City and County of New York. To effect this Contract and intent, the Contractor agrees:

1. If the City initiates any action against the Contractor in Federal Court or in New York State Court, service of process may be made on the Contractor either in person, wherever such Contractor may be found, or by registered mail addressed to the Contractor at its address as set forth in this Contract, or to such other address as the Contractor may provide to the City in writing;

2. With respect to any action between the City and the Contractor in New York State Court, the Contractor hereby expressly waives and relinquishes any rights it might otherwise have (i) to move to dismiss on grounds of forum non conveniens; (ii) to remove to Federal Court; and (iii) to move for a change of venue to a New York State Court outside New York County.

3. With respect to any action between the City and the Contractor in Federal Court located in New York City, the Contractor expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a United States Court outside the City of New York.

4. If the Contractor commences any action against the City in a court located other than in the City and State of New York, upon request of the City, the Contractor shall either consent to a transfer of the action to a court of competent jurisdiction located in the City and State of New York, or if the court where the action is initially brought will not or cannot transfer the action, the Contractor shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in New York City. If any provision(s) of this Article is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

6.19 E.O. 50 APPENDIX A RIDER

A. This Contract is subject to the requirements of Executive Order No. 50 (1980) as revised ("E.O. 50") and the Rules and Regulations promulgated have been complied with in their entirety. By signing this Contract, the Contractor, agrees that it:

(1) Will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;

(2) Will not engage in any unlawful discrimination in the selection of Subcontractors on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation;

(3) Will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, disability, marital status or sexual orientation, or that it is an equal employment opportunity employer;

(4) Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder; and

(5) Will furnish all information and reports including an Employment Report before the award of the Contract which are required by E.O. 50 rules and regulations promulgated thereunder,

and orders of the Director of the Bureau of Labor Services ("Bureau"), and will permit access to its books, records and accounts by the Bureau for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

B. The Contractor understands that in the event of its noncompliance with nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of the Contract and noncompliance with the E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the Bureau, the Director may direct the imposition by the contracting agency head of any or all of the following sanctions:

(i) disapproval of the Contractor;
(ii) suspension or termination of the Contract;
(iii) declaring the Contractor in default;
(iv) in lieu of any of the foregoing sanctions, the Director may impose an employment program.

C. The Director of the Bureau may recommend to the contracting agency head that a Board of Responsibility be convened for purposes of declaring a contractor who has repeatedly failed to comply with E.O. 50 and the rules and regulations promulgated thereunder to be non-responsible.

D. The Contractor agrees to include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of $50,000 to which it becomes a party unless exempted by E.O. 50 and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Director of the Bureau of Labor Services as a means of enforcing such provisions including sanctions for noncompliance.

E. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to E.O. 50 and the rules and regulations promulgated thereunder with a Subcontractor who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder.

6.20 NOISE CONTROL CODE PROVISIONS

A. The Contractor agrees to comply with the provisions of Section 24-216, Noise Abatement Contract Compliance, of Chapter 2 of Title 24 of the Administrative Code of the City of New York which stipulates the following:

1. Devices and activities which will be operated, conducted, constructed or manufactured pursuant to this Contract and which are subject to the provisions of the New York City Noise Control Code shall be operated, conducted, constructed or manufactured without causing a violation of the Code.

2. Such devices and activities shall incorporate advances in the art of noise control developed for the kind and level of noise emitted or produced by such devices and activities, in accordance with regulations issued by the Commissioner of the Department of Environmental Protection. Regulations promulgated pursuant to Section 24-216 after the proposal received for this Contract shall not alter its terms, conditions and specifications.

6.21 LIQUIDATED DAMAGES

A. In case the Contractor shall substantially fail to complete the work within the times fixed in the General Provisions of this Contract or within the times to which such completion may have been extended by agreement, the Contractor must pay to the City the sum of one hundred ($100) dollars for each and every calendar day that the time consumed in completing the work exceeds the time allowed, provided, however, that the delay in completing the work is within the control of the Contractor and is caused solely by the Contractor's acts or failures to act. Delays beyond the control of the Contractor shall include, but not be limited to, those caused by the following:

1. On the part of the City, its agencies, employees and representative acts or failures to act, to provide necessary information, prompt reviews, expeditious decisions and other matters essential to the progress of the project.
2. On the part of private utilities and agencies, acts or failure to act to provide necessary information, prompt reviews, expeditious decisions and other matters essential to the progress of the project.

3. Unavoidable casualties, including Acts of God.

4. The enforcement of laws and regulation by the City, the State of New York and/or Federal Government enacted subsequent to the date of this Contract.

B. In view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of delay in the completion of the work hereunder, the sum of one hundred ($100) dollars is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such delay, and not as a penalty.

C. Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the City's right to indemnification or the Contractor's obligation to indemnify the City, or any other remedy provided for by contract or by law.

D. The Comptroller will deduct and retain out of the monies which may be due hereunder, the amount of any such liquidated damages; and in case the amount which may be due hereunder shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference upon demand by the Comptroller.

6.22 COPIES OF REPORTS

A copy of each report submitted by the Contractor to any official or to any officer, employee, agent or representative of a City department, agency, commission or body or to any corporation, association or entity whose expenses are paid in whole or in part from the City treasury, shall be furnished to the Commissioner of the Department to which such report was submitted or, if not a City department, then to the chief controlling officer or officers of such other office or entity. A copy of such report shall also be furnished to the Director of the Mayor's Office of Construction for matters related to construction or to the Director of the Mayor's Office of Operations for all other matters.

6.23 CONTRACTOR'S PERFORMANCE EVALUATION

The Contractor's performance shall be evaluated by the City upon Contract completion. A copy of the evaluation will be sent to the Contractor not later than fifteen (15) calendar days after the occurrence of this event and the Contractor may respond in writing to the performance report. Such response shall be submitted to the Commissioner not later than fifteen (15) calendar days after a copy of the evaluation is sent to the Contractor. The response will be affixed to the evaluation. Failure to respond may result in review of the Contractor's performance when a proposal is evaluated without the benefit of the Contractor's response to the evaluation.

6.24 CONTRACT CHANGES

A. Changes may be made to this Contract only as duly authorized by the Agency Chief Contracting Officer or the Agency Chief Contracting Officer's designee. Contractors deviating from the requirements of an original purchase order or Contract without a duly approved change order, do so at their own risk. All such changes, modifications and amendments will become part of the original Contract.

B. Contract changes will be made only for work necessary to complete the work included in the original scope of the Contract, and for non-material changes to the scope of the Contract. Changes are not permitted for any material alteration in the scope of the work.

C. Changes may include any one or more of the following:

1. Specification changes to account for design errors or omissions;

2. Changes in Contract amount due to authorized additional or omitted work. Any such changes require appropriate price and cost analysis to determine reasonableness. In addition, except for non-construction requirements contracts, all changes that cumulatively exceed the greater of ten percent of the original Contract amount or $100,000 shall be approved by the City Chief Procurement Officer (CCPO) (for non-construction contracts) or the Director of the Office of Construction (for construction and construction-related contracts);

3. Extensions of a Contract term for good and sufficient cause for a cumulative period not to exceed one (1) year from the date of expiration of the current Contract. Requirements contracts shall be subject to this limitation;

4. Changes in delivery location;

5. Changes in shipment method; and

6. Any other changes not inconsistent with the PPB Rules.

D. Any Contractor may be entitled to a price adjustment for extra work performed or to be performed pursuant to a written change order. If any part of the Contract work is necessarily delayed by a change order, the Contractor may be entitled to an extension to time of performance. Adjustments to price shall be validated for reasonableness by using appropriate price and cost analysis.

6.25 RESOLUTION OF DISPUTES

A. All disputes between the City and the Contractor of the kind delineated in this section that arise under, or by virtue of, this Contract shall be finally resolved in accordance with the provisions of this section and the Rules of the Procurement Policy Board ("PPB Rules"). The procedure for resolving all disputes of the kind delineated herein shall be the exclusive means of resolving any such disputes.

1. This section shall not apply to disputes concerning matters dealt with in other sections of the PPB Rules or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.

2. For construction and construction-related services this section shall apply only to disputes about the scope of work delineated by the Contract, the interpretation of Contract documents, the amount to be paid for extra work or disputed work performed in connection with the Contract, the conformity of the Contractor's work to the Contract, and the acceptability and quality of the Contractor's work; such disputes arise when the Engineer makes a determination with which the Contractor disagrees.

B. All determinations required by this section shall be clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this section shall be deemed a non-determination without prejudice that will allow application to the next level.

C. During such time as any dispute is being presented, heard, and considered pursuant to this section, the Contract terms shall remain in full force and effect and the Contractor shall continue to perform work in accordance with the Contract and as directed by the Agency Chief Contracting Officer ("ACCO") or Engineer. Failure of the Contractor to continue the work as directed shall constitute a waiver by the Contractor of any and all claims being presented pursuant to this section and a material breach of contract.

D. Presentation of Disputes to Agency Head.

1. Notice of Dispute and Agency Response. The Contractor shall present its dispute in writing ("Notice of Dispute") to the Agency Head within the time specified herein or, if no time is specified, within thirty (30) days of receiving notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the Contract.
The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the Contractor relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the Contractor in the dispute was arrived at. Within thirty (30) days after receipt of the complete Notice of Dispute, the ACCO or, in the case of construction or construction-related services, the Engineer, shall submit to the Agency Head all materials he or she deems pertinent to the dispute. Following initial submissions to the Agency Head, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the Agency Head whose decision shall be final. Willful failure of the Contractor to produce any requested material whose relevancy the Contractor has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the Contractor of its claim.

2. Agency Head Inquiry. The Agency Head shall examine the material and may, in his or her discretion, convene an informal conference with the Contractor and the ACCO and, in the case of construction or construction-related services, the Engineer, to resolve the issue by mutual consent prior to reaching a determination. The Agency Head may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The Agency Head's ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the Agency Head participated therein. The Agency Head may or, at the request of any party to the dispute, shall compel the participation of any other contractor with a contract related to the work of this Contract, and that contractor shall be bound by the decision of the Agency Head. Any contractor thus brought into the dispute resolution proceeding shall have the same rights and obligations under this section as the Contractor initiating the dispute.

3. Agency Head Determination. Within thirty (30) days after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the Agency Head shall make his or her determination and shall deliver or send a copy of such determination to the Contractor and ACCO and, in the case of construction or construction-related services, the Engineer, together with a statement concerning how the decision may be appealed.

4. Finality of Agency Head Decision. The Agency Head's decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board ("CDRB") pursuant to this section. The City may not take a petition to the CDRB. However, should the Contractor take such a petition, the City may seek, and the CDRB may render, a determination less favorable to the Contractor and more favorable to the City than the decision of the Agency Head.

E. Presentation of Dispute to the Comptroller. Before any dispute may be brought by the Contractor to the CDRB, the Contractor must first present its claim to the Comptroller for his or her review, investigation, and possible adjustment.

1. Time, Form, and Content of Notice. Within thirty (30) days of its receipt of a decision by the Agency Head, the Contractor shall submit to the Comptroller and to the Agency Head a Notice of Claim regarding its dispute with the Agency. The Notice of Claim shall consist of (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the Contractor contends the dispute was wrongly decided by the Agency Head; (ii) a copy of the written decision of the Agency Head, and; (iii) a copy of all materials submitted by the Contractor to the Agency, including the Notice of Dispute. The Contractor may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.

2. Agency Response. Within thirty (30) days of receipt of the Notice of Claim, the Agency shall make available to the Comptroller a copy of all material submitted by the Agency to the Agency Head in connection with the dispute. The Agency may not present to the Comptroller any material not presented to the Agency Head except at the request of the Comptroller.

3. Comptroller Investigation. The Comptroller may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in Sections 7-201 and 7-203 of the New York City Administrative Code. In addition, the Comptroller may demand of either party, and such party shall provide, whatever additional material the Comptroller deems pertinent to the claim, including original business records of the Contractor. Willful failure of the Contractor to produce within fifteen (15) days any material requested by the Comptroller shall constitute a waiver by the Contractor of its claim. The Comptroller may also schedule an informal conference to be attended by the Contractor, Agency representatives, and any other personnel desired by the Comptroller.

4. Opportunity of Comptroller to Compromise or Adjust Claim. The Comptroller shall have forty-five (45) days from his or her receipt of all materials referred to in E (1) to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the Contractor and the Comptroller, to a maximum of ninety (90) days from the Comptroller's receipt of all the materials. The Contractor may not present its petition to the CDRB until the period for investigation and compromise delineated in this paragraph has expired. In compromising or adjusting any claim hereunder, the Comptroller may not revise or disregard the terms of the Contract between the parties.

F. Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:

1. The chief administrative law judge of the Office of Administrative Trials and Hearings ("OATH") or his/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this section as may be necessary in the execution of the CDRB's functions, including, but not limited to, granting extensions of time to present or respond to submissions;

2. The City Chief Procurement Officer ("CCPO") or his/her designee, or in the case of disputes involving construction, the Director of the Office of Construction or his/her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated, and

3. A person with appropriate expertise who is not an employee of the City. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established and administered by OATH, with appropriate background to act as decision makers in a dispute. Such individuals may not have a contract or dispute with the City or be an officer or employee of any company or organization that does, or regularly represent persons companies, or organizations having disputes with the City.

G. Petition to Contract Dispute Resolution Board. In the event the claim has not been settled or adjusted by the Comptroller within the period provided in this section, the Contractor, within thirty (30) days thereafter, may petition the CDRB to review the Agency Head determination.

1. Form and Content of Petition by Contractor. The Contractor shall present its dispute to the CDRB in the form of a Petition, which shall include (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the Contractor contends that the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head; (iii) copies of all materials submitted by the Contractor to the Agency; (iv) a copy of the written decision of the Comptroller, if any, and (v) copies of all correspondence with, and written material submitted by the Contractor to, the Comptroller's Office. The Contractor shall concurrently submit four (4) complete sets of the Petition: one (1) to the Corporation Counsel (Attn: Commercial and Real Estate Litigation Division), and three (3) to the CDRB at OATH's offices, with proof of service on the Corporation Counsel.

In addition, the Contractor shall submit a copy of the statement of the substance of the dispute, cited in (i) above, to both the Agency Head and the Comptroller.

2. Agency Response. Within thirty (30) days of its receipt of the Petition, the Agency shall respond to the statement of the Contractor and make available to the CDRB all material it submitted to the Agency Head and Comptroller. Three (3) complete copies of the Agency response shall be submitted to the CDRB at OATH's Offices and one to the Contractor. Extensions of time for submittal of the Agency response shall be given as necessary upon a showing of good cause or, upon the consent of the parties, for an initial period of up to thirty (30) days.

3. Further Proceedings. The CDRB shall permit the Contractor to present its case by the submission of memoranda, briefs, and oral argument. The CDRB shall also permit the Agency to present its case in response to the Contractor by the submission of memoranda, briefs, and oral argument. If requested by the Corporation Counsel, the Comptroller shall provide reasonable assistance in the preparation of the Agency's case. Neither the Contractor nor the Agency may support its case with any documentation or other material that was not considered by the Comptroller, unless requested by the CDRB. The CDRB, at its discretion, may seek such technical or other expert advice from any party as it shall deem appropriate and any such additional material from any party as it deems fit. The CDRB, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

4. Contract Dispute Resolution Board Determination. Within Forty-five (45) days of the conclusion of all written submissions and oral arguments, the CDRB shall render a decision resolving the dispute. In an unusually complex case, the CDRB may render its decision in a longer period of time, not to exceed ninety (90) days, and shall so advise the parties at the commencement of this period. The CDRB's decision must be consistent with the terms of the Contract. Decisions of the CDRB shall only resolve matters before the CDRB and shall not have precedential effect with respect to matters not before the CDRB.

5. Notification of Contract Dispute Resolution Board Decision. The CDRB shall send a copy of its decision to the Contractor, the ACCO, the Corporation Counsel, the Comptroller, the CCPO, the Office of Construction, the PPB, and in the case of construction or construction-related services, the Engineer. A decision in favor of the Contractor shall be subject to the prompt payment provisions of the PPB Rules. The required payment date shall be thirty (30) days after the date the parties are formally notified of the CDRB's decision.

6. Finality of Contract Dispute Resolution Board Decision. The CDRB's decision shall be final and binding on all parties. Any party may seek review of the CDRB's decision solely in the form of a challenge, filed within four (4) months of the date of the CDRB's decision, in a court of competent jurisdiction of the State of New York, County of New York, pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the CDRB's decision was made in violation of lawful procedure, was affected by an error of law, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the CDRB in accordance with the PPB Rules.

H. Any termination, cancellation, or alleged breach of the Contract prior to or during the pendency of any proceedings pursuant to this section shall not affect or impair the ability of the Agency Head or CDRB to make a binding and final decision pursuant to this section.

6.26 EXTENSION OF TIME FOR PERFORMANCE CONSTRUCTION AND CONSTRUCTION RELATED ONLY

A. If performance by the Contractor is delayed for a reason set forth in the Contract, the Contractor may be allowed a reasonable extension of time in conformance with this Section and with the Rules of the Procurement Policy Board.

B. Any extension of time may be granted only by the Agency Chief Contracting Officer or by the Board for the Extension of Time (as set forth below) upon written application by the Contractor.

C. Grounds for Extension – If such application is made, the Contractor shall be entitled to an extension of time for delay in completion of the work caused solely: (i) by the acts or omissions of the City, its officers, agents or employees; or (ii) by the actions or omissions of other contractors on this project; or (iii) by supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, Acts of God or the public enemy, excessive inclement weather, war or other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes not brought about by any act or omission of the Contractor). The Contractor shall, however, be entitled to an extension of time for such causes only for the number of days of delay which the Commissioner or the Board may determine to be due solely to such causes, and then only if the Contractor shall have strictly complied with all the requirements of Article 9, 10, and 11 of Chapter III, "Time Provisions", of the City of New York Standard Construction Contract, effective October 2000, as amended.

D. Extension for Concurrent Causes of Delay – The Contractor shall not be entitled to receive a separate extension of time for each of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the work as determined by the ACCO or the Board for Contract Time Extension irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the Contractor or of his/her Subcontractors or materialmen, and would of itself (irrespective of the concurrent causes) have delayed the work, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.

1. The determination made by the ACCO or the Board on an application for an extension of time shall be binding and conclusive on the Contractor.

2. The granting of an application for an extension of time for causes of delay other than those herein referred to shall be entirely within the discretion of the ACCO or the Board. In the absence of special circumstances, applications for extensions of time not exceeding sixty (60) days in the aggregate will be acted upon by the Department within (30) days after request therefor.

3. Permitting the Contractor to continue with the work after the time fixed for its completion has expired, or after the time to which such completion may have been extended has expired, or the making of any payment to the Contractor after such time, shall in no way operated as a waiver on the part of the City or any of its rights under this contract.

E. Application for Extension of Time

1. Before the Contractor's time extension request may be approved, the Contractor must, within five (5) days after commencement of the condition which allegedly has caused or is causing the delay, submit a written application to the ACCO identifying:

(a) the Contractor; the Contract registration number; and project description;

(b) liquidated damage assessment rate, as specified in the Contract;

(c) original bid amount;

(d) the original Contract start date and completion date;

(e) any previous time extensions granted (number and duration); and

(f) the extension of time requested.

2. In addition, the application for extension of time shall set forth in detail:

(a) the nature of each alleged cause of delay in completing the work;

(b) the date upon which each such cause of delay began and ended and the number of days attributable to each such cause;

(c) a statement that the Contractor waives all claims except for those delineated in the application, and the particulars of any claims which the Contractor does not agree to waive. For time extensions for substantial and final completion payments, the application shall include a detailed statement of the dollar amounts of each element of claim item reserved; and

(d) a statement indicating the Contractor's understanding that the time extension is granted only for the purpose of permitting continuation of Contract performance and payment for work performed and that the City retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.

F. Analysis and Approval of Time Extensions

1. For time extensions for partial payments, a written determination shall be made by the ACCO who may, for good and sufficient cause extend the time for the performance of the Contract as follows:

(a) If the work is to be completed within six (6) months, the time for performance may be extended for sixty (60) days;

(b) If the work is to be completed within less than one year but more than six (6) months, and extension of ninety (90) days may be granted;

(c) If the Contract period exceeds one year, besides the extension granted in subparagraph (b) above, an additional thirty (30) days may be granted for each multiple of six (6) months involved beyond the one year period; or

(d) If exceptional circumstances exist, the ACCO may extend the time for performance beyond the extensions in (a), (b), and (c) above. In that event, the ACCO shall file with the Director of the Office of Construction a written explanation of the exceptional circumstances.

2. For extensions of time for substantial completion payments and final completion payments, the Department's engineering staff, in consultation with the ACCO, shall prepare a written analysis of the delay (including a preliminary determination of the causes of delay, the beginning and end dates for each such cause of delay, and whether the delays are excusable under the terms of the Contract). The report shall be subject to review by and approval of the Board of Time Extension, which shall have authority to question its analysis and determinations and request additional facts or documentation. The report as reviewed and made final by the Board of Time Extension shall be made a part of the departmental Contract file.

3. Approval Mechanism for Time Extensions for Final or Substantial Completion Payments – An extension of time for a final or substantial completion payment shall be granted only with the approval of a Board of Time Extension comprised of the ACCO, the Corporation Counsel and the Comptroller, or their authorized representatives.

G. Assessment of Liquidated Damages – In the case of substantial completion and final completion payments, liquidated damages shall be assessed against the Contractor as determined by the report's analysis of the Contract's delays. However, neither the failure to assess liquidated damages at this time, nor the report itself, nor the granting of a time extension at substantial or final completion, shall operate as a waiver or release of any claim the City may have against the Contractor for either actual or liquidated damages.

6.27 EXTENSION OF TIME FOR PERFORMANCE (NON-CONSTRUCTION ONLY)

If performance by the Contractor is delayed for a reason set forth in the Contract, reasonable extension in time for performance may be allowed.

A. An extension of time may be granted only by the ACCO of the agency that awarded the Contract, upon written application by the Contractor.

B. The ruling of the ACCO shall be final and binding as to the allowance of an extension, and the number of days allowed.

C. The application for extension must detail each cause for delay, the date it occurred, and the resulting total delay in days attributed to such case.

6.28 NO DAMAGE FOR DELAY

The Contractor agrees to make no claim for damages for delay in the performance of this Contract occasioned by any act or omission to act of the City or any of its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.

6.29 PROMPT PAYMENT

A. The Prompt Payment provisions set forth in the Procurement Policy Board Rules in effect at the time of this solicitation will be applicable to payments made under this Contract. The provisions require the payment to Contractors of interest on payments made after the required payment date except as set forth in the Prompt Payment section of the Rules.

B. The Contractor must submit a proper invoice to receive payment, except where the Contract provides that the Contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

C. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment section of the Procurement Policy Board Rules and General Municipal Law Section 3-a.

D. If the Contractor is paid interest, the proportionate share of that interest shall be forwarded by the Contractor to its Subcontractor(s).

E. The Contractor shall pay each Subcontractor (including a Materials Supplier) not later than seven (7) days after receipt of payment out of amounts paid to the Contractor by the City for work performed by the Subcontractor or Supplier under this Contract.

F. The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to make payment to each of its lower-tier Subcontractors or Suppliers for work performed under this Contract in the same manner and within the same time period set forth above.

MACBRIDE PRINCIPLES PROVISIONS
FOR NEW YORK CITY CONTACTORS
ARTICLE I. MACBRIDE PRINCIPLES
NOTICE TO ALL PROSPECTIVE CONTRACTORS

Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 to the Administrative code of the City of New York. The local law provides for certain restrictions on City contracts to express the opposition of the people of the City of New York to employment discrimination practices in Northern Ireland and to encourage companies doing business in Northern Ireland and to promote freedom of workplace opportunity.

Pursuant to Section 6-115.1, prospective contractors for contracts to provide goods or services involving and expenditure of an amount greater than ten thousand dollars, or for construction involving an amount grater than fifteen thousand dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their contract, that any business in Northern Ireland operations conducted by the contractor and any individual or legal entity in which the contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the contractor will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.

Prospective contractors are not required to agree to these conditions. However, in the case of contracts let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest responsible bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable law and rules, that it is in the best interest of the city that the contract be awarded to other than the lowest responsible bidder pursuant to Section 313(b) (2) of the City Charter.

In the case of contracts let by other than competitive sealed bidding, if a prospective contractor does not agree to these conditions, no agency, elected official or the Council shall award the contract to that bidder unless the entity seeking to use the goods, services or construction certifies in writing that the contract is necessary for the entity to perform its functions and there is no other responsible contractor who will supply goods, services or construction of comparable quality at a comparable price.

PART A

In accordance with Section 6-115.1 of the Administrative Code of the City of New York, the contractor stipulates that such contractor and any individual or legal entity in which the contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the contractor either (a) have no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

PART B

For purposes of this section, the following terms shall have the following meanings:

1. "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:

    (1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;

    (2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;

    (3) ban provocative religious or political emblems from the workplace;

    (4) Publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;

(5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;

(6) establish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;

(7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;

(8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement, and

(9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

The contractor agrees that the covenants and representations in Article I above are material conditions to this contract. In the event the contracting entity receives information that the contractor who made the stipulation required by this section is in violation thereof, the contracting entity shall review such information and give the contractor an opportunity to respond. If the contracting entity finds that a violation has occurred, the entity shall have the right to declare the contractor in default and/or terminate this contract for cause and procure the supplies, services or work from another source in any manner the entity deems proper. In the event of such termination, the contractor shall pay to the entity, or the entity in its sole discretion may withhold from any amounts otherwise payable to the contractor, the difference between the contract price for the uncompleted portion of this contract and the cost to the contracting entity of completing performance of the contract, either itself or by engaging another contractor or contractors. In the case of a requirements contact, the contractor shall be liable for such difference in price fore the entire amount of supplies required by the contracting entity for the uncompleted term of its contract. In the case of a construction contract, the contracting entity shall also have the right to hold the contractor in partial or total default in accordance with the default provisions of the contract, and/or may seek debarment or suspension of the contractor. The rights and remedies of the entity hereunder shall be in addition to, and not in lieu of, any rights and remedies the entity has pursuant to this contract or by operation of law

(NO FURTHER TEXT ON THIS PAGE)

C) PROCEDURAL FORMS PACKET

CONTENTS

1. FORM 1P - PROPOSAL COVER LETTER
2. FORM 2P - ACKNOWLEDGEMENT OF ADDENDA
3. FORM 3P - AFFIRMATION FORM

Note: **Please copy and use separate sheets for each subconsultant (if any).**
Make copies of format sheets as needed

FORM 1P

PROPOSAL COVER LETTER

FOR AN ENGINEERING SERVICE AGREEMENT (ESA) FOR ENGINEERING, DESIGN AND INSPECTION SERVICES,
CITYWIDE
CONTRACT No.: HWCESA08A & HWCESA08B
PIN No. : 84107MBRW216 & 84107MBRW217

Proposer:

Name: _____

Address: _____

_____

Tax Identification #: _____

Proposer's Contact Person:

Name: _____

Title: _____

Telephone #: _____ **Fax #:**_____ **Email :**_____

Proposer's Authorized Representative:

Name: _____

Title: _____

Telephone #: _____ **Fax #:**_____ **Email :**_____

Signature: _____ **Date:** _____

Is the response printed on both sides, on recycled paper containing the minimum percentage of recovered fiber content as requested by the City in the instructions to this solicitation?

☐ **Yes** ☐ **No**

FORM 2P

ACKNOWLEDGEMENT OF ADDENDA

RFP TITLE: ENGINEERING SERVICE AGREEMENT (ESA) FOR ENGINEERING, DESIGN AND INSPECTION SERVICES, CITYWIDE
CONTRACT No.: HWCESA08A & HWCESA08B
PIN No. : 84107MBRW216 & 84107MBRW217

Directions: Complete Part I or Part II, whichever is applicable, and sign your name in Part III.

Part I

Listed below are the dates of issue for each Addendum received in connection with this RFP:

Addendum # 1, Dated:_____

Addendum # 2, Dated_____

Addendum # 3, Dated_____

Addendum # 4, Dated _____

Addendum # 5, Dated_____

Addendum # 6, Dated_____

Addendum # 7, Dated_____

Addendum # 8, Dated _____

Addendum # 9, Dated _____

Addendum #10, Dated _____

Part II Acknowledgement of No Receipt

_____ No Addendum was received in connection with this RFP

Part III

Proposer's Name:_____

Proposer's Authorized Representative:

Name: _____

Title: _____

Signature: _____ **Date:** _____

FORM 3P

AFFIRMATION FORM

The undersigned proposer or bidder affirms and declares that said proposer or bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the proposer or bidder to receive public contracts

Except_____

_____
Full Name of Proposer or Bidder

_____
Address

_____ _____ _____
City State Zip Code

Check below and include appropriate number:

____ Individual or Sole Proprietorship *
Social Security Number ___ ___ - ___ ___ ___ - ___ ___ ___ ___

____ Partnership, Joint Venture or unincorporated company
Employer Identification Number ___ ___ - ___ ___ ___ ___ ___ ___ ___

___ Corporation
Employer Identification Number ___ ___ - ___ ___ ___ ___ ___ ___ ___

If a corporation, place seal here:

by Signature _____

Print Name _____

Title _____

Must be signed by an officer or duly authorized representative.

* Under the Federal Privacy Act the furnishing of Social Security Numbers by bidders on City contracts is voluntary. Failure to provide a Social Security Number will not result in a bidder's disqualification. Social Security Numbers will be used to identify bidders, proposers, or vendors to ensure their compliance with laws, to assist the City in enforcement of laws as well as to provide the City a means of identifying of businesses which seek City contracts.

SECTION VII

D) PROPOSAL FORMS PACKET

CONTENTS

1. **FORM 1T - QUALITY & RELEVANCE OF PRIOR EXPERIENCE** (FIRM IN GENERAL)
2. **FORM 2T - PROPOSED STAFF (RESUMES)/EXPERIENCE**
3. **FORM 3T - OVERALL PROJECT UNDERSTANDING AND APPROACH**
4. **FORM 4T - JOB TITLES**
5. **FORM 5T - NYCDOT CURRENT WORKLOAD DISCLOSURE (2 PGS)**
6. **FORM 6T - DBE PARTICIPATION**
7. **FORM 330 - STANDARD FORM**

Note: **Please copy and use separate sheets for each subconsultant (if any)**
Principal's Time (if any) is charged direct without multiplier.
Make copies of format sheets as needed

FORM 1T

QUALITY & RELEVANCE OF PRIOR EXPERIENCE
(FIRM IN GENERAL)

PROJECT NAME: Engineering Service Agreement (ESA) for Engineering, Design and Inspection Services, Citywide

PIN No.: 84107MBRW216 & 84107MBRW217

CONTRACT NO.: HWCESA08A & HWCESA08B CONSULTANT:_____

☐ PROFESSIONAL ENGINEERING/ ARCHITECTURAL SERVICES

☐ OTHER/_____

DESCRIBE

QUALITY & RELEVANCE OF PRIOR EXPERIENCE – (FIRM IN GENERAL)

1) **Proposer will include relevant experience in engineering, design and inspection services in the last ten (10) years. Proposer should consider work with City, State and Federal agencies; and demonstrate ability to complete these jobs in a timely fashion.**

2) **List all current and prior projects completed within the last ten (10) years for engineering services. Specifically identify whether any of those projects involved an engineering, design and inspection efforts. For each project, provide the following information:**

- **Description/Name of Project**
- **Dollar Value of Project**
- **Contract Term**
- **Contract Status**
- **Owner/Client**
- **Owner Project Manager**
- **Telephone No.**
- **Email**

NYCDOT reserves the right to request data to verify information provided above.

3) **Provide a discussion on the firm's ability to retain its employees. Complete the attrition chart below:**

Average attrition rate for past 3 calendar years:

Total number of technical employees as of August 1st of last year	___ . (a)
Number of technical employees who left firm during last calendar year	___ . (b)
Total number of technical employees as of August 1st of previous cal. year	___ . (c)
Number of technical employees who left firm during previous calendar year	___ . (d)
Total number of technical employees as of August 1st of 2nd previous cal. Year	___ . (e)
Number of technical employees who left firm during 2nd previous calendar year	___ . (f)

b/a = ___ (g) d/c = __ (h) f/e = __ (i)
Average attrition rate = (g+h+i) / 3 = ____.

NYCDOT reserves the right to request data to verify information provided in the attrition table.

FORM 2T

PROPOSED STAFF (RESUMES)/EXPERIENCE

PROJECT NAME: Engineering Service Agreement (ESA) for Engineering, Design and Inspection Services, Citywide

PIN No.: 84107MBRW216 & 84107MBRW217

CONTRACT NO.: HWCESA08A & HWCESA08B CONSULTANT:_____

PROPOSED STAFF:

1. **Provide an organization chart for staffing this project and attach resumes of all key personnel including any sub-consultants. The chart must provide the key personnel proposed titles/roles for this project.**

2. **Provide a description of all relevant experience for key personnel (including any sub consultants).**

   Specifically identify any current or prior key personnel experience with City, state and /or federal project

   In each of the project descriptions, identify the project manager, project engineer/resident engineers, the construction dollar value and the start date.

   Explain how past assignments of key personnel relate to their proposed assignments on this project.

   Greater consideration will be given to those proposals which demonstrate successful and relevant experience on engineering, design and inspection services.

3. **State the key personnel's commitment to and availability for the duration of this project.**

FORM 3T

OVERALL PROJECT UNDERSTANDING AND APPROACH

PROJECT NAME: Engineering Service Agreement (ESA) for Engineering, Design and Inspection Services, Citywide

PIN No.: 84107MBRW216 & 84107MBRW217

CONTRACT NO.: HWCESA08A & HWCESA08B CONSULTANT:_____

OVERALL APPROACH TO PROJECT: (Staffing Sheet)

1. **Describe your overall approach and understanding to providing engineering, design and inspection services for this project. This discussion should clearly demonstrate your understanding of how it impacts the provision of the Engineering services. Provide enough detail to permit NYCDOT to assess the extent of the proposer's understanding of engineering, design and inspection services, potential problems and proposed solutions. Proposers are expected to explain the different tasks anticipated to be performed, their relationship, the extent to which they can be performed concurrently and the unique aspects of each task as they relate to this project. Explain the duration of each task and demonstrate the proposer's ability to complete these tasks on time with the proposed staffing. Please elaborate on how the positions assigned for this project as shown in your organization chart will assist you in the execution of each identified task.**

2. **Discuss any alternate tasks, or innovative approaches that would assist in the successful provision of services and/or best achieve the project goals and objectives.**

FORM 4T

JOB TITLES

PROJECT NAME: **Engineering Service Agreement (ESA) for Engineering, Design and Inspection Services, Citywide**

CONTRACT No: HWCESA08A
PIN NO: 84107MBRW216

CONTRACT No: HWCESA08B
PIN NO: 84107MBRW217

PRIME CONSULTANT:_____

CONSULTANT ON THIS FORM:_____

JOB TITLES:

1. Principal
2. Project Director
3. Project Manager
4. Team Leader
5. Assistant Team Leader
6. Chief Environmental Planner
7. Chief Transportation Planner/GIS
8. Environmental Planner
9. Senior Planner
10. Transportation Planner
11. Planner
12. Urban Designer/Landscape Architect
13. Principal Engineer
14. Senior Engineer/Designer
15. Traffic /Civil Engineer
16. Engineer
17. Electrical Engineer
18. Assistant Engineer

FORM 4T

JOB TITLES

PROJECT NAME: **Engineering Service Agreement (ESA) for Engineering, Design and Inspection Services, Citywide**

CONTRACT No: HWCESA08A
PIN NO: 84107MBRW216

CONTRACT No: HWCESA08B
PIN NO: 84107MBRW217

PRIME CONSULTANT:_____

CONSULTANT ON THIS FORM:_____

JOB TITLES:

19. Resident Engineer
20. Project Engineer
21. Data Manager/System Analyst
22. Software Developer/Program Developer
23. Senior CADD Technician
24. Office Technician
25. CAD Operator
26. CAD Technician
27. Field Supervisor
28. Field Technicians
29. Senior Inspector
30. Inspector
31. Data Collector
32. Instrument Man
33. Surveyor
34. Technician
35. Diver
36. Community Outreach Consultant
37. Community Outreach Liaison

FORM 5T

NYCDOT CURRENT WORKLOAD DISCLOSURE

The purpose of this form is to provide information concerning the current workload of the firms interested in the project for which the proposal is being submitted. The information provided should be for the office(s) which would perform the work of this contract. The values shown ***should not*** include fees to be paid to subconsultants and subcontractors or for rentals or purchases of equipment.

PIN: **84107MBRW216 & 84107MBRW217**

FIRM NAME: _____

CONTRACT NO.: **HWCESA08A & HWCESA08**

CONTACT PERSON: _____

PROJECT NAME: **Engineering Service Agreement (ESA) for Engineering, Design and Inspection Services, Citywide**

PHONE NUMBER _____

BIN: _____

ADDRESS OF OFFICE(S) TO PERFORM WORK

DATE OF RFP: _____

_____

IS YOUR FIRM A: DBE? (YES/NO) _____

Name of Personnel (Proposed Office(s)): Administration _____ Total Personnel _____

I. Remaining NYC-DOT work of proposed office(s) (from back of sheet) with:
All NYC-DOT $ _____

II. Expected billings for next 18 months:

A. NYC-DOT WORK: total expected billings in next 18 months. $ _____

B. WORK WITH OTHER PUBLIC AGENCIES: total expected in the next 18 months $ _____

C. PRIVATE WORK: total expected billings on projects in next 18 months. $ _____

TOTAL (A + B + C) $ _____

III. Certified Disadvantaged Business Enterprise (DBE) firm(s) for Federal Aid Projects or for Non-Federal air Projects proposed for use on this project:

SUBCONSULTANT FIRM NAME	PROPOSED % OF PROJECT	# OF TECHNICAL PERSONNEL	WORKLOAD
_____	_____%	_____	$ _____
_____	_____%	_____	$ _____
_____	_____%	_____	$ _____

IV. Other firm(s) proposed for use on this project

_____	_____%	_____	$ _____
_____	_____%	_____	$ _____

CERTIFICATION

I hereby certify that the above figures are actual contract amounts (when available) or my best estimate of expected billings.

_____
DATE

_____
SIGNATURE (OFFICER OR PARTNER)

FORM 5T
Remaining work with NYCDOT (within Department)

List all projects on which you are currently working for the Department and those which you have been designated to perform. These shall be categorized as indicated below (Design, Construction Inspection or Miscellaneous).

Type of work – Highway, Bridge, Planning	Contract Number	Remaining $ Value (include anticipated Supplemental Agreement for this Project (a)	Percentage of Project performed at Office(s) proposed for this Project (b)	Pro-rated Workload of proposed office(s) (a x b)
Design Division (includes Highway Design, Bridge Design and Construction Support Services)				

Total Firmwide Design Workload $ _____ Assigned Office(s) Miscellaneous Workload $ _____

Construction Division (includes only Resident Engineering Inspection)				

Total Firmwide REI Workload $ _____ Assigned Office(s) REI Workload $ _____

Miscellaneous (includes Planning and any other agreements not covered above)				

Total Firmwide Miscellaneous Workload $ _____ Assigned Office(s) Miscellaneous Workload $ _____

Total Firmwide Overall Workload with NYC-DOT $ _____

Assigned Office(s) Overall Workload with NYC-DOT $ _____

YOU MAY ATTACH ADDITIONAL SHEETS OF REMAINING WORK FOLLOWING THE SAME FORMAT AS USED ABOVE.

Use the following as a ratings guide:

Calculate the Ratio of expected billable dollars per person per year vs. average billable dollars per person per year.

If:
- **EB$PY - expected billable dollars per person per year.**
- **AB$PY - average billable dollars per person per year.**
- **EB - expected billing dollars for next 18 months.**
- **S - Total personnel minus administrative personnel.**
- **Y - Yearly adjustment (converts 18 months into 1 year).**

Assume: AB$PY = $60,000 and Y = 1.5 (18 / 12 = 1.5)

Then: EB$PY = EB / S / Y and R = EB$PY / AB$PY X 100%

If R is greater than or equal to 100%, a rating of 0 may be appropriate.
If R is equal to 75 %, a rating of 5 may be appropriate.
If R is less than or equal to 25%, a rating of 10 may be appropriate.

FORM 6T

DBE PARTICIPATION

PROJECT NAME: Engineering Service Agreement **(**ESA) for Engineering, Design and Inspection Services, Citywide

PIN No.: 84107MBRW216 & 84107MBRW217

CONTRACT NO.: HWCESA08A & HWCESA08B

CONSULTANT: _____

Participation by DBE Consultants : ☐ is being proposed

Participation by DBE Consultants : ☐ is ***not*** being proposed

If being proposed, attach the following:

1. Name(s) and Address(es) of proposed DBE firms.
2. Percentage(s) of assigned participation.
3. NYS DBE Certification(s)*.

*** An approved letter from the New York State Department of Transportation Office of Equal Opportunity Development and Compliance is required as proof of DBE certification for any DBE prime of subconsultant. The certification must be in effect on the RFP response date.**

ARCHITECT-ENGINEER QUALIFICATIONS

OMB No.: **9000-0157**
Expires: 6/30/2007

Public reporting burden for this collection of information is estimated to average a total of 29 hours per response (25 hours for Part 1 and 4 hours for Part 2), including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVA), Regulatory and Federal Assistance Publications Division, GSA, Washington, DC 20405.

PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by the Brooks A-E Act (40 U.S.C. 1101 - 1104) and Part 36 of the Federal Acquisition Regulation (FAR).

The Brooks A-E Act requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact.

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)".) Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for This Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in This Contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number Self-explanatory.

24. Brief Description of Project and Relevance to This Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with This Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in This Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mech. Engineer	X	X	X	X						
Tara C. Donovan	Chief Elec. Engineer	X	X		X						

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport RI

Part II - General Qualifications

See the "**General Instructions**" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. DUNS Number. Insert the Data Universal Numbering System number issued by Dun and Bradstreet Information Services. Firms must have a DUNS number. See FAR Part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR Part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated DUNS Number. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

List of Disciplines (Function Codes)

Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories (Profile Codes)

Code	Description
A01	Acoustics, Noise Abatement
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis
A03	Agricultural Development; Grain Storage; Farm Mechanization
A04	Air Pollution Control
A05	Airports; Navaids; Airport Lighting; Aircraft Fueling
A06	Airports; Terminals and Hangars; Freight Handling
A07	Arctic Facilities
A08	Animal Facilities
A09	Anti-Terrorism/Force Protection
A10	Asbestos Abatement
A11	Auditoriums & Theaters
A12	Automation; Controls; Instrumentation
B01	Barracks; Dormitories
B02	Bridges
C01	Cartography
C02	Cemeteries *(Planning & Relocation)*
C03	Charting: Nautical and Aeronautical
C04	Chemical Processing & Storage
C05	Child Care/Development Facilities
C06	Churches; Chapels
C07	Coastal Engineering
C08	Codes; Standards; Ordinances
C09	Cold Storage; Refrigeration and Fast Freeze
C10	Commercial Building *(low rise)*; Shopping Centers
C11	Community Facilities
C12	Communications Systems; TV; Microwave
C13	Computer Facilities; Computer Service
C14	Conservation and Resource Management
C15	Construction Management
C16	Construction Surveying
C17	Corrosion Control; Cathodic Protection; Electrolysis
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting
C19	Cryogenic Facilities
D01	Dams *(Concrete; Arch)*
D02	Dams *(Earth; Rock)*; Dikes; Levees
D03	Desalinization *(Process & Facilities)*
D04	Design-Build - Preparation of Requests for Proposals
D05	Digital Elevation and Terrain Model Development
D06	Digital Orthophotography
D07	Dining Halls; Clubs; Restaurants
D08	Dredging Studies and Design
E01	Ecological & Archeological Investigations
E02	Educational Facilities; Classrooms
E03	Electrical Studies and Design
E04	Electronics
E05	Elevators; Escalators; People-Movers
E06	Embassies and Chanceries
E07	Energy Conservation; New Energy Sources
E08	Engineering Economics
E09	Environmental Impact Studies, Assessments or Statements
E10	Environmental and Natural Resource Mapping
E11	Environmental Planning
E12	Environmental Remediation
E13	Environmental Testing and Analysis
F01	Fallout Shelters; Blast-Resistant Design
F02	Field Houses; Gyms; Stadiums
F03	Fire Protection
F04	Fisheries; Fish ladders
F05	Forensic Engineering
F06	Forestry & Forest products
G01	Garages; Vehicle Maintenance Facilities; Parking Decks
G02	Gas Systems (Propane; Natural, Etc.)
G03	Geodetic Surveying: Ground and Airborne
G04	Geographic Information System Services: Development, Analysis, and Data Collection
G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
G06	Graphic Design
H01	Harbors; Jetties; Piers, Ship Terminal Facilities
H02	Hazardous Materials Handling and Storage
H03	Hazardous, Toxic, Radioactive Waste Remediation
H04	Heating; Ventilating; Air Conditioning
H05	Health Systems Planning
H06	Highrise; Air-Rights-Type Buildings
H07	Highways; Streets; Airfield Paving; Parking Lots
H08	Historical Preservation
H09	Hospital & Medical Facilities
H10	Hotels; Motels
H11	Housing *(Residential, Multi-Family; Apartments; Condominiums)*
H12	Hydraulics & Pneumatics
H13	Hydrographic Surveying

List of Experience Categories (Profile Codes)

Code	Description
I01	Industrial Buildings; Manufacturing Plants
I02	Industrial Processes; Quality Control
I03	Industrial Waste Treatment
I04	Intelligent Transportation Systems
I05	Interior Design; Space Planning
I06	Irrigation; Drainage
J01	Judicial and Courtroom Facilities
L01	Laboratories; Medical Research Facilities
L02	Land Surveying
L03	Landscape Architecture
L04	Libraries; Museums; Galleries
L05	Lighting (Interior; Display; Theater, Etc.)
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)
M01	Mapping Location/Addressing Systems
M02	Materials Handling Systems; Conveyors; Sorters
M03	Metallurgy
M04	Microclimatology; Tropical Engineering
M05	Military Design Standards
M06	Mining & Mineralogy
M07	Missile Facilities (Silos; Fuels; Transport)
M08	Modular Systems Design; Pre-Fabricated Structures or Components
N01	Naval Architecture; Off-Shore Platforms
N02	Navigation Structures; Locks
N03	Nuclear Facilities; Nuclear Shielding
O01	Office Buildings; Industrial Parks
O02	Oceanographic Engineering
O03	Ordnance; Munitions; Special Weapons
P01	Petroleum Exploration; Refining
P02	Petroleum and Fuel (Storage and Distribution)
P03	Photogrammetry
P04	Pipelines (Cross-Country - Liquid & Gas)
P05	Planning (Community, Regional, Areawide and State)
P06	Planning (Site, Installation, and Project)
P07	Plumbing & Piping Design
P08	Prisons & Correctional Facilities
P09	Product, Machine Equipment Design
P10	Pneumatic Structures, Air-Support Buildings
P11	Postal Facilities
P12	Power Generation, Transmission, Distribution
P13	Public Safety Facilities
R01	Radar; Sonar; Radio & Radar Telescopes
R02	Radio Frequency Systems & Shieldings
R03	Railroad; Rapid Transit
R04	Recreation Facilities (Parks, Marinas, Etc.)
R05	Refrigeration Plants/Systems
R06	Rehabilitation (Buildings; Structures; Facilities)
R07	Remote Sensing
R08	Research Facilities
R09	Resources Recovery; Recycling
R10	Risk Analysis
R11	Rivers; Canals; Waterways; Flood Control
R12	Roofing
S01	Safety Engineering; Accident Studies; OSHA Studies
S02	Security Systems; Intruder & Smoke Detection
S03	Seismic Designs & Studies
S04	Sewage Collection, Treatment and Disposal
S05	Soils & Geologic Studies; Foundations
S06	Solar Energy Utilization
S07	Solid Wastes; Incineration; Landfill
S08	Special Environments; Clean Rooms, Etc.
S09	Structural Design; Special Structures
S10	Surveying; Platting; Mapping; Flood Plain Studies
S11	Sustainable Design
S12	Swimming Pools
S13	Storm Water Handling & Facilities
T01	Telephone Systems *(Rural; Mobile; Intercom, Etc.)*
T02	Testing & Inspection Services
T03	Traffic & Transportation Engineering
T04	Topographic Surveying and Mapping
T05	Towers *(Self-Supporting & Guyed Systems)*
T06	Tunnels & Subways

List of Experience Categories (Profile Codes)

Code	Description
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check) PRIME	JV PARTNER	SUBCON-TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.				☐ CHECK IF BRANCH OFFICE		
b.				☐ CHECK IF BRANCH OFFICE		
c.				☐ CHECK IF BRANCH OFFICE		
d.				☐ CHECK IF BRANCH OFFICE		
e.				☐ CHECK IF BRANCH OFFICE		
f.				☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM ☐ *(Attached)*

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM

15. FIRM NAME AND LOCATION *(City and State)*

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☐ Check if project performed with current firm	

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☐ Check if project performed with current firm	

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☐ Check if project performed with current firm	

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☐ Check if project performed with current firm	

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☐ Check if project performed with current firm	

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.			
b.			
c.			
d.			
e.			
f.			

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1		6	
2		7	
3		8	
4		9	
5		10	

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE	32. DATE

33. NAME AND TITLE

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME		3. YEAR ESTABLISHED	4. DUNS NUMBER
2b. STREET		5. OWNERSHIP	
		a. TYPE	
2c. CITY	2d. STATE / 2e. ZIP CODE		
		b. SMALL BUSINESS STATUS	
6a. POINT OF CONTACT NAME AND TITLE		7. NAME OF FIRM *(If block 2a is a branch office)*	
6b. TELEPHONE NUMBER	6c. E-MAIL ADDRESS		

8a. FORMER FIRM NAME(S) *(If any)*	8b. YR. ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	c. No. of Employees (2) BRANCH	a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
	Other Employees					
	Total					

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS
(Insert revenue index number shown at right)

a. Federal Work	
b. Non-Federal Work	
c. Total Work	

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,00 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE	b. DATE
c. NAME AND TITLE	

SECTION VII

E) COST PROPOSAL FORMS PACKET

CONTENTS

1.	FORM 4T1	-	LABOR COST PROPOSAL
2.	FORM 4T2	-	COST PROPOSAL SUMMARY
3.	FORM 4T3	-	PERFORMANCE OUTCOME MEASURES AND RELATED FINANCIAL INCENTIVE AND/OR DISINCENTIVE

Note: **Please copy and use separate sheets for each sub consultant (if any). Make copies of format sheets as needed**

FORM 4T1 – LABOR COST PROPOSAL

PROJECT NAME: **Engineering Service Agreement (ESA) for Engineering, Design and Inspection Services, Citywide**

CONTRACT No: HWCESA08A
PIN No: 84107MBRW216

CONTRACT No: HWCESA08B
PIN No: 84107MBRW217

PRIME CONSULTANT:_____

CONSULTANT ON THIS FORM:_____

☐ PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES

☐ OTHER/_____

(COLUMN 1) JOB TITLE	(COLUMN 2) AVERAGE HOURLY RATE
1. Principal	_____
2. Project Director	_____
3. Project Manager	_____
4. Team Leader	_____
5. Assistant Team Leader	_____
6. Chief Environmental Planner	_____
7. Chief Transportation Planner/GIS	_____
8. Environmental Planner	_____
9. Senior Planner	_____
10. Transportation Planner	_____
11. Planner	_____
12. Urban Designer/Landscape Architect	_____
13. Principal Engineer	_____
14. Senior Engineer/Designer	_____
15. Traffic /Civil Engineer	_____
16. Engineer	_____

INSTRUCTIONS:

1. Each consultant of the project team is to submit a separate “Labor Cost Proposal Form”.

2. For Column (2), use actual average salary rates for firm for each job title at regional offices. Attach a listing of current average rates for all titles/grades/levels as approved by NYCDOT (if available) or NYSDOT for regional offices. A regional office is defined as one located within a 75 mile radius of Columbus Circle (NYC).

3. The proposed escalation factor should not exceed the maximum escalation factor indicated in the shaded area. Greater consideration will be given to proposers that propose more competitive prices.

4. The Total Multiplier shall be rounded off to Two (2) Decimal Places.

FORM 4T1 – LABOR COST PROPOSAL

PROJECT NAME: **Engineering Service Agreement (ESA) for Engineering, Design and Inspection Services, Citywide**

CONTRACT No: HWCESA08A
PIN No: 84107MBRW216

CONTRACT No: HWCESA08B
PIN No: 84107MBRW217

PRIME CONSULTANT:_____

CONSULTANT ON THIS FORM:_____

☐ PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES

☐ OTHER/_____

	(COLUMN 1) JOB TITLE	(COLUMN 2) AVERAGE HOURLY RATE
17	Electrical Engineer	_____
18.	Assistant Engineer	_____
19.	Resident Engineer	_____
20.	Project Engineer	_____
21.	Data Manager/System Analyst	_____
22.	Software Developer/Program Developer	_____
23.	Senior CADD Technician	_____
24.	Office Technician	_____
25.	CAD Operator	_____
26.	CAD Technician	_____
27.	Field Supervisor	_____
28.	Field Technicians	_____
29.	Senior Inspector	_____
30.	Inspector	_____
31.	Data Collector	_____
32.	Instrument Man	_____

INSTRUCTIONS:

1. Each consultant of the project team is to submit a separate “Labor Cost Proposal Form”.
2. For Column (2), use actual average salary rates for firm for each job title at regional offices. Attach a listing of current average rates for all titles/grades/levels as approved by NYCDOT (if available) or NYSDOT for regional offices. A regional office is defined as one located within a 75 mile radius of Columbus Circle (NYC).
3. The proposed escalation factor should not exceed the maximum escalation factor indicated in the shaded area. Greater consideration will be given to proposers that propose more competitive prices.
4. The Total Multiplier shall be rounded off to Two (2) Decimal Places.

PROJECT NAME: **Engineering Service Agreement (ESA) for Engineering, Design and Inspection Services, Citywide**

CONTRACT No: HWCESA08A
PIN No: 84107MBRW216

CONTRACT No: HWCESA08B
PIN No: 84107MBRW217

PRIME CONSULTANT:_____

CONSULTANT ON THIS FORM:_____

☐ PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES

☐ OTHER/_____

(COLUMN 1) JOB TITLE	AVERAGE HOURLY RATE
33. Surveyor	
34. Technician	
35. Diver *	
36. Community Outreach Consultant	
37. Community Outreach Liaison	

	OFFICE		FIELD	
MULTIPLIER FOR OVERHEAD:		**(A)**		**(A)**
MULTIPLIER FOR PROFIT:		**(B)**		**(B)**
TOTAL MULTIPLIER:		**[(1+A)x(1+B)]**		**[(1+A)x(1+B)]**

PROPOSED ESCLATION FACTOR: _____

MAXIMUM ESCLATION FACTOR: **1.08**

INSTRUCTIONS:

1. Each consultant of the project team is to submit a separate "Labor Cost Proposal Form".
2. For Column (2), use actual average salary rates for firm for each job title at regional offices. Attach a listing of current average rates for all titles/grades/levels as approved by NYCDOT (if available) or NYSDOT for regional offices. A regional office is defined as one located within a 75 mile radius of Columbus Circle (NYC).
3. The proposed escalation factor should not exceed the maximum escalation factor indicated in the shaded area. Greater consideration will be given to proposers that propose more competitive prices.
4. The Total Multiplier shall be rounded off to Two (2) Decimal Places.

* Per Addendum *1, Divers are considered out-of-pocket expense

FORM 4T2 – COST PROPOSAL SUMMARY

PROJECT NAME: **Engineering Service Agreement (ESA) for Engineering, Design and Inspection Services, Citywide**

CONTRACT No: HWCESA08A **CONTRACT No: HWCESA08B**

PIN No: 84107MBRW216 **PIN No: 84107MBRW217**

PRIME CONSULTANT:_____

	(COLUMN 1) CONSULTANT	(COLUMN 2) DIRECT NON-SALARY COST
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
	TOTALS	**$500,000.00 (For Each Contract)**

INSTRUCTIONS:

1. The Total Direct Non-Salary Cost shown in the shaded area below Column 2 is an out of pocket expense budgeted amount allowed to all proposers and must not be changed.

2. The Total Direct Non-Salary Cost provided by each consultant of the project team MUST SUM to the total shown in the shaded area at the bottom of the Column 2.

FORM 4T3

PERFORMANCE OUTCOME MEASURES AND RELATED FINANCIAL INCENTIVES AND/OR DISINCENTIVES

Instructions: Provide the information requested below for proposed performance outcome measures

	Performance Outcome (Target Goal)	Measure of Performance	Associated Financial Incentive/Disincentive
1.			
2.			
3.			
4.			
5.			

SECTION VII

F) VENDEX REQUIREMENTS & CONFIRMATION OF VENDEX COMPLIANCE

Attachment F

VENDEX Requirements

Pursuant to Section 6-112.2(b) of the New York City Administrative Code, all vendors that are under consideration for the award of a sole source contract or a contract valued at $100,000 or more, or whose aggregate business with the City in the last 12 months, including the proposed contract, is $100,000 or more, must complete and submit a VENDEX Business Entity or Not-For-Profit Organization Questionnaire when notified by the Agency. The principals and individuals thereof must also submit a Principal of Individual Questionnaire.

Upon selection, the successful proposer (including their subconsultants) will be required to submit proof of filing of the appropriate VENDEX Questionnaires. Upon written notification, the proposer must submit a Confirmation of Vendex Compliance to the NYCDOT Vendor Responsibility Unit within five days of official notification.(Section VII, Attachment G). A form for this confirmation is set forth in the RFP.

The proposer is advised that Vendex Questionnaires and procedures have changed. See www.nyc.gov/vendex to download the new VENDEX Questionnaires and a Vendor's Guide to VENDEX or contact NYCDOT's Vendor Responsibility Unit at 212-442-7757.

(a) Submission: Vendex Questionnaires (if required) must be submitted directly to the Mayor's Office of Contract Services, ATTN: Vendex, 253 Broadway, 9th Floor, New York, New York 10007.

Requirement: Pursuant to Administrative Code Section 6-116.2 and the PPB Rules, proposers may be obligated to complete and submit VENDEX Questionnaires. If required, Vendex Questionnaires must be completed and submitted before any award of contract may be made or before approval is given for a proposed subcontractor. Non-compliance with these submission requirements may result in the disqualification of the proposal, disapproval of a subcontractor, subsequent withdrawal of approval for the use of an approved subcontractor, or the cancellation of the contract after award.

ATTACHMENT F

CONFIRMATION OF VENDEX COMPLIANCE

The Proposer (including its subconsultant) shall submit this Confirmation of Vendex Compliance

Name of Proposer: _____

Proposer's Address: _____

Proposer's Telephone Number: _____

Proposer's Fax Number: _____

Date of Proposal Submission: _____

Project ID: _____

Vendex Compliance: To demonstrate compliance with Vendex requirements, the Proposer shall complete either Section (1) or Section (2) below, whichever applies.

(1) **Submission of Questionnaires to MOC**: By signing in the space provided below, the Proposer certifies that as of the date specified below, the Proposer has submitted Vendex Questionnaires to the Mayor's Office of Contract Services, Attn: VENDEX, 253 Broadway, 9th Floor, New York, New York 10007.

Date of Submission: _____

By: _____
(Signature of Partner or corporate officer)

Print Name: _____

(2) **Submission of Certification of No Change to NYCDOT**: By signing in the space provided below, the Proposer certifies that it has read the instructions in a "Vendor's Guide to Vendex" and that such instructions do not require the Proposer to submit Vendex Questionnaires. The Proposer has completed **TWO ORIGINALS** of the Certification of No Change.

By: _____
(Signature of Partner or corporate officer)

Print Name: _____